

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

17 SEP 15 PM 1:02

SOUTHERN DISTRICT
OF INDIANA
LAWRA A. BRUNCE
REIEF

JEFFREY ALLEN ROWE,
Plaintiff,

vs.

AMBER DILLOW, LPN.,
ALICIA D. COOMER, LPN.,
BRUCE D. IPPLE, MD.,
CORRECTIONAL CAPTAIN GARD,
CORRECTIONAL CAPTAIN THOMPSON,
GEO GROUP, INC.,
JEFFERY GLOVER, NP.,
JESSICA WIGAL, LPN.,
MR. HUFFARD, HSA.,
NURSE BROWN,
NURSE BURKHARDT, et al.,
Defendants.

1:17 -cv- 3288 TWP -MJD

VERIFIED CIVIL RIGHTS COMPLAINT UNDER 42 U.S.C. § 1983

I. Introduction:

This is a civil rights action under 42 U.S.C. § 1983, wherein the Plaintiff, a state prisoner, alleges that defendants, while acting under color of state law, violated the United States Constitution, Amendment VIII. Additionally, Plaintiff states claims of negligence or medical malpractice and breach of contract against various defendants. Plaintiff seeks compensatory and punitive damages, and a declaratory judgment and permanent injunctions.

II. Parties:

i. Plaintiff, Jeffrey Allen Rowe, IDOC #116017, is currently, and was at all times relevant herein incarcerated at: New Castle Correctional Facility (NCCF) - 1000 Van Nuys Rd., Post Office Box A, New Castle, Indiana 47362.

2. Defendants, Amber Dillow, LPN.; Alicia D. Coomes, LPN.; Bruce D. Ipple, MD.; Jeffery Glover, NP.; Jessica Wigal, LPN.; Mr. Huffard, HSA.; Nurse Brown; and, Nurse Burkhardt are or were medical staff at NCCF, and were employed by Wexford of Indiana.

3. Defendants, Correctional Captains Gard and Thompson are correctional Captains at NCCF.

4. Defendant, The GEO Group, INC., is a private corporation that is contracted by the state of Indiana and/or by the Indiana Dept. of Correction (IDOC) to staff and oversee the security operations at NCCF.

5. At the times relevant to Plaintiff's claims herein, the defendants were acting under color of state law.

III. Jurisdiction & Venue:

6. This action is brought under 42 U.S.C. § 1983, and this Court has jurisdiction to hear and decide Plaintiff's Eighth Amendment claims under 28 U.S.C. §§ 1331(a) and 1343(a)(3).

7. This court has supplemental jurisdiction to hear and decide Plaintiff's state negligence and breach of contract claims under 28 U.S.C. § 1337.

8. Venue is proper under 28 U.S.C. § 1331(b).

III. Factual Allegations:

A. Plaintiff Has A "Serious Medical Need."

9. For about a year before April, 2017, Plaintiff had a lump (about the size of a pea) on his left testicle, but there was little to no pain from it during that time.

10. In April, 2017, the lump on Plaintiff's left testicle started to hurt, and the pain has progressively gotten worse since then. (On a 10-point scale (with 0 being no pain, and 10 being the worse pain imaginable), the pain started out at about a 5 or 6, and it is now a constant 8—which goes up to a 10 at some points).

11. The pain from Plaintiff's testicular lump prevents him from doing many daily activities—such as certain exercises (e.g., walking fast, jogging, running, jumping jacks, etc.)—and frequently wakes Plaintiff up from sleep.

12. After review of ultrasound images (ordered by defendant Glover), of Plaintiff's testicles, Daniel Altman, MD., diagnosed Plaintiff's testicular lump as an "Epididymal Head Cyst" measuring up to 12 mm or 13 mm in diameter.

13. After receiving the diagnosis mentioned in paragraph 12 above, defendant Glover has prescribed Plaintiff (at various times) the following medications: Tylenol, and Tramadol (to treat the extreme pain from the cyst), and Doxycycline (to prevent the cyst from becoming infected).

14. For Eighth Amendment purposes, Plaintiff testicular lump (i.e., a Epididymal Head Cyst) is a "serious medical need" because: (a) it causes him chronic, excruciating pain; (b) it interferes in Plaintiff's daily activities; (c) the cyst has been diagnosed as mandating treatment; (d) a reasonable doctor or patient would consider it worthy of comment or treatment; and, (e) without treatment, it could become worse.

B. Defendant Wigal Displayed Deliberate Indifference & Negligence.

15. On April 8, 2017, Plaintiff submitted a Health Care Request Form that stated: "I need to see someone about a lump that I found on one of my testicles as soon as possible. Thanks! (NOTE: The lump hurts really bad!)."

16. The Health Care Request Form mentioned in paragraph 15 above was forwarded to defendant Wigal (at Nurse Sick Call) on April 9, 2017, and under Indiana Dept. of Correction Policy and the contract the State of Indiana has with defendant Wigal's employer (i.e., Wexford of Indiana), she had a duty to see Plaintiff within 24 hours of receiving the request, and if appropriate/warranted, ensure that Plaintiff receive proper, adequate and effective treatment.

17. Defendant Wigal did not see Plaintiff in response to the Health Care Request Form mentioned in paragraphs 15 and 16 above, until April 19, 2017. That 10-day delay was a breach of the duty to see Plaintiff within 24 hours and caused the Plaintiff to experience 10 days of extreme pain every day. That amounts to negligence, under Indiana state tort law.

18. The 10-day delay mentioned in paragraph 17 above also amounts to deliberate indifference to the Plaintiff's serious medical needs, in violation of Plaintiff's Eighth Amendment rights, because she knew from Plaintiff's Health Care Request Form that Plaintiff had a testicular "lump [that] hurts really bad," and yet, she delayed in seeing Plaintiff.

19. At the April 19, 2017, Nurse Sick Call visit Plaintiff had with defendant Wigal, she referred Plaintiff to the "provider," and she gave Plaintiff 3 days worth of Tylenol. That amounts to deliberate indifference to Plaintiff's serious medical needs, in violation of Plaintiff's Eighth Amendment rights, because (a) Plaintiff told her that he was in "excruciating pain," the Tylenol is not sufficient to treat excruciating pain, and she could have called the "provider" about Plaintiff's situation, and accepted a telephonic prescription order for prescription-strength pain medication; (b) Even if Tylenol was sufficient to treat Plaintiff's painful lump, she knew it would take longer than 3 days for Plaintiff to be seen by the provider, and she gave Plaintiff only

3 days worth of Tylenol.

C. Defendant Dillow Displayed Deliberate Indifference & Negligence.

20. Defendant Dillow received and read defendant Wigal's referral mentioned in paragraph 19 above on April 19, 2017, along with defendant Wigal's medical record entry from Plaintiff's medical record for the April 19, 2017, Nurse Sick Call visit.

21. Under Indiana Dept. of Correction policy and the contract defendant Dillow's employer (i.e., Wexford of Indiana) has with the State of Indiana, defendant Dillow had a duty to have Plaintiff seen by the provider within 7 days of her receiving defendant Wigal's referral (mentioned in paragraphs 19 and 20 above).

22. Defendant Dillow breached the duty mentioned in paragraph 21 above, by scheduling Plaintiff to see the provider on May 4, 2017, which was 8 days late. That breach prolonged Plaintiff's pain and suffering and amounts to negligence under Indiana state tort law.

23. The 15 day delay mentioned in paragraph 22 above also amounts to deliberate indifference to Plaintiff's serious medical needs, in violation of Plaintiff's Eighth Amendment rights, because defendant Dillow knew Plaintiff had a very painful testicular lump; he was only provided 3 days worth of Tylenol on April 19, 2017; and, that Plaintiff would go several days without any treatment for his painful lump - while he awaited her delayed appointment with the provider.

D. Defendant Glover Displayed Deliberate Indifference & Negligence Or Medical Malpractice.

24. Plaintiff seen defendant Glover on May 4, 2017, and at that visit: (a) Plaintiff told defendant Glover that he was experiencing extreme pain from a testicular lump, and that he had been experiencing that excruciating pain everyday, for about a month (at that point); (b) Defendant Glover examined Plaintiff's scrotum and testicles, and felt the testicular lump; (c) Defendant Glover ordered that an ultrasound be done on Plaintiff's testicles and gave Plaintiff 3-7 days worth of Tylenol; and

¹To avoid having to go through the Indiana Medical Malpractice review panel, Plaintiff seeks less than \$10,000.00 on all of his medical malpractice claims, but his negligence and Eighth Amendment claims are not so limited

(d) even though Plaintiff told defendant Glover that Tylenol did not help when defendant Wigal gave Plaintiff some on April 19, 2017, defendant Glover did not give Plaintiff anything other than the 3-7 days of Tylenol.

25. Defendant Glover received and read defendant Wigal's referral, mentioned in paragraph 19 above, but delayed in conducting the visit described in paragraph 24 above.

26. Defendant Glover had a duty to timely see Plaintiff (within 7 days of receiving defendant Wigal's referral) and to provide Plaintiff adequate/effective medical treatment, and he breached those duties by the actions described in paragraphs 24 and 25 above. Those breaches amounts to negligence and prolonged Plaintiff's pain and suffering.

27. In taking the actions complained about in paragraphs 24-26 above, defendant Glover did not exercise reasonable and due care, and committed medical malpractice.

28. The actions described in paragraphs 24 and 25 above amounts to deliberate indifference to Plaintiff's serious medical needs, and violates Plaintiff's Eighth Amendment rights.

29. Between about May 8, 2017, and early July, 2017, the Plaintiff sent defendant Glover several Health Care Request Forms and other written communications, wherein Plaintiff complained that he was/is in excruciating pain everyday (due to his testicular lump), that he was not receiving any treatment for it, and that the ultrasound defendant Glover ordered on May 4, 2017, had still not been done on Plaintiff.

30. Defendant Glover received and read the requests and communications mentioned in paragraph 29 above, but did not see Plaintiff during the time frame specified in said paragraph, and did not provide Plaintiff any treatment.

31. Between about May 8, 2017, and early July, 2017, when defendant Glover would come on to Plaintiff's housing unit to see other offenders/patients, Plaintiff reported on several occasions to defendant Glover's nurse assistant (Plaintiff believes, but is not certain, that her name is "Nurse

cheeks") that Plaintiff has a testicular lump that hurts really bad; that defendant Glover ordered an ultrasound to be done on the lump in May, 2017, but that it still had not been done; and, Plaintiff needs to see defendant Glover to receive treatment for his daily extreme pain. On the several occasions that Plaintiff did this, the nurse would go over to the office where defendant Glover was at, and she would later come back to Plaintiff's pod's door and tell Plaintiff that the provider visit list is full, but that defendant Glover would be back "in a couple days" and would see Plaintiff then.

32. Defendant Glover did not see or provide Plaintiff any treatment for Plaintiff's extremely painful testicular lump during the time frame specified in paragraph 31 above.

33. Defendant Glover had a duty to timely see Plaintiff and to provide Plaintiff adequate/effective treatment for Plaintiff's painful testicular lump. Defendant Glover breached those duties by his actions or inaction complained about in paragraphs 29-32 above, which prolonged Plaintiff's pain and suffering. That amounts to negligence and/or medical malpractice.

34. Defendant Glover's actions or inaction complained about in paragraphs 29-32 above, amounts to deliberate indifference to Plaintiff's serious medical needs, which violates Plaintiff's Eighth Amendment rights.

35. An ultrasound was done on Plaintiff's testicles (on July 7, 2017).

36. When defendant Glover came on to Plaintiff's housing unit to see other offenders/patients on July 10, 2017, the Plaintiff again spoke to his nurse assistant, stating: he has an extremely painful lump on his testicle; he had just gotten an ultrasound done of it on July 7, 2017; and, the Plaintiff's needs to see and be provided treatment from defendant Glover. The nurse assistant went to where defendant Glover was at, and a short while later, she came back to where Plaintiff was at and told Plaintiff that the provider visit list is full and defendant Glover would try to fit Plaintiff in to a list in a couple days.

37. Between July 10, 2017, and July 19, 2017, Plaintiff

wrote and submitted several Health Care Request Forms and written communications to defendant Glover reporting that Plaintiff is in extreme pain from his testicular lump, and asked to be seen and treated for it, and asked what the ultrasound results revealed.

38. On July 20, 2017, defendant Glover seen Plaintiff and told Plaintiff that the ultrasound revealed that the Plaintiff has an "Epididymal Head cyst." Additionally, he told Plaintiff that to prevent the cyst from becoming infected, he was going to prescribe Plaintiff some antibiotics - which ended up being Doxycycline.

39. At the visit mentioned in paragraph 38 above, the Plaintiff reported that he is in extreme excruciating pain every day (from his testicular lump) and asked for treatment for his pain. Defendant Glover again gave Plaintiff 3 days of Tylenol, and refused to give Plaintiff anything else, when Plaintiff told defendant Glover that Tylenol had not helped with Plaintiff's testicular pain in the past and that Plaintiff needs treatment for longer than 3 days.

40. Defendant Glover's actions or inaction complained about in paragraphs 36-39 above was a breach of the duties mentioned in paragraph 33 above, and amounts to negligence and/or medical malpractice. Said negligence and/or medical malpractice prolonged Plaintiff's pain and suffering.

41. Defendant Glover's actions or inaction complained about in paragraph 36-39 above amounts to deliberate indifference to Plaintiff's serious medical needs, and violates Plaintiff's Eighth Amendment rights.

42. Between July 24, 2017, and August 8, 2017, Plaintiff wrote and submitted several Health Care Request Forms and/or written communications to defendant Glover asking to be seen and treated for his extremely painful testicular lump/cyst. Defendant Glover received and read those requests and/or communications.

43. Defendant Glover didn't see Plaintiff in response to the requests and/or communications mentioned in paragraph 42 above until August 9, 2017.

44. The delay complained about in paragraphs 42 and 43

above breached defendant Glover's duty to timely see Plaintiff and to provide Plaintiff adequate/effective medical treatment, and that breach prolonged Plaintiff's pain and suffering. That amounts to negligence and/or medical malpractice.

45. The delay complained about in paragraphs 42 and 43 above amounts to deliberate indifference to Plaintiff's serious medical needs, and violates Plaintiff's Eighth Amendment rights.

46. At the August 9, 2017, visit mentioned in paragraph 43 above, defendant Glover prescribed Plaintiff 7 days worth of Tramadol, to treat Plaintiff's pain from his testicular cyst, and told Plaintiff that if it helps, he (defendant Glover) would start treating Plaintiff's testicular cyst regularly with Tramadol.

47. For the 5 1/2 days Plaintiff was given the Tramadol (prescribed on August 9, 2017), it helped relieve most of Plaintiff's testicular pain.

E. Defendant Huffard Displayed Deliberate Indifference And Negligence.

48. As a Health Care Service Administrator, defendant Huffard had a duty to oversee Health Care Services at NCCF and to ensure that timely/adequate treatment is provided.

49. Between about May 25, 2017, and July 6, 2017, the Plaintiff wrote and submitted several written communications to defendant Huffard wherein Plaintiff: (a) reported that he has an extremely painful lump on his testicle; (b) stated defendant Glover ordered that an ultrasound be done on the lump, but that at the times of the communications, the ultrasound had not been done; and (c) asked defendant Huffard to help Plaintiff get the ultrasound and some treatment for his extreme pain.

50. Defendant Huffard received and read the communications mentioned in paragraph 49 above, but did not take action to ensure that Plaintiff received timely and adequate treatment. That prolonged Plaintiff's pain and suffering.

51. Defendant Huffard's actions or inaction complained about in paragraphs 48-50 above, amounts to negligence.

52. Defendant Huffard's actions or inaction complained about in paragraphs 48-50 above, amounts to deliberate indifference

to Plaintiff's serious medical needs, and violates the Plaintiff's Eighth Amendment rights.

F. Defendant Ipple Displayed Deliberate Indifference.

53. When Plaintiff came back from getting the ultrasound done on his testicles (on July 7, 2017), Plaintiff seen defendant Ipple on his housing unit, and Plaintiff told defendant Ipple: Plaintiff has an extremely painful testicular lump that had just been photographed by an ultrasound; defendant Glover kept giving Plaintiff 3 days worth of Tylenol, which does not help with Plaintiff's daily extreme pain; and, Plaintiff asked for defendant Ipple to help Plaintiff receive adequate/effective treatment for Plaintiff's painful testicular lump. Defendant Ipple responded with "No, I can't help you," and he quickly walked away and went into the medical room, and closed the door behind him.

54. Defendant Ipple's actions or inaction complained about in paragraph 53 above amounts to deliberate indifference to Plaintiff's serious medical needs, and it violates Plaintiff's Eighth Amendment rights.

G. Defendant Burkhardt Displayed Deliberate Indifference And Negligence.

55. When defendant Glover prescribed Plaintiff 7 days worth of Tramadol on August 9, 2017, defendant Burkhardt only documented on Plaintiff's medication dispensation sheet that Plaintiff was to get Tramadol for 5 1/2 days.

56. Defendant Burkhardt had a duty to properly record defendant Glover's prescription order of Tramadol for Plaintiff, and the failure to do so (described in paragraph 55 above) amounts to negligence. Said negligence prolonged Plaintiff's pain and suffering.

57. Defendant Burkhardt's failure to properly record defendant Glover's prescription order for Tramadol, complained about in paragraph 55, amounts to deliberate indifference to Plaintiff's serious medical needs, and it violates the Plaintiff's Eighth Amendment rights.

H. Defendant Brown Displayed Deliberate Indifference.

58. Plaintiff seen defendant Brown at Nurse Sick Call on

August 17, 2017, concerning among other things, Plaintiff's painful testicular lump. At that visit, Plaintiff told her: Plaintiff has been in extreme pain everyday since April, 2017; Plaintiff testicular lump was diagnosed as a Epididymal Head Cyst in July, 2017, after an ultrasound was done; Tylenol had been tried several times and it was not effective at treating Plaintiff's testicular pain; defendant Glover prescribed Plaintiff 7 days worth of Tramadol on August 9, 2017, but that Plaintiff was only given 5½ days worth of Tramadol; Defendant Glover said that if Tramadol worked at treating Plaintiff's testicular pain, defendant Glover would start to regularly treat it with Tramadol; and, for the 5½ days Plaintiff received Tramadol, it had largely helped with Plaintiff's testicular pain.

59. Defendant Brown had the ability of contacting defendants Glover or Ipple, and after explaining the circumstances outlined in paragraph 58 above to one or both of them, receive and document a verbal or telephonic prescription order for the Plaintiff. Instead, she said she would refer Plaintiff to see the provider -- even though Plaintiff pointed out that he has been in extreme pain for a long time and that a provider visit would take several weeks, if not months to occur.

60. Defendant Brown's actions or inaction complained about in paragraphs 58 and 59 above amounts to deliberate indifference to Plaintiff's serious medical needs, and it violates Plaintiff's Eighth Amendment rights.

I. Defendant Coomer Displayed Deliberate Indifference.

61. On August 15, 2017, Plaintiff submitted a Health Care Request Form that stated: "I need a card of Prilosec and a re-fill on the Tramadol. I don't have any Prilosec left and NP Glover stated Wednesday that he would see if the Tramadol worked at that dosage, and it did. My testicular cyst hurts a lot! I'd appreciate your assistance in this matter. Thanks! (NOTE: Its unclear why I should be out of the Tramadol. NP Glover ordered

7 days worth on last Wednesday. I got first dose Wednesday night. Here it is Tuesday morning and they said it is over)."

62. On August 18th or 19th, 2017, defendant Coomer responded to the Health Care Request Form mentioned in paragraph 61 above with: "Prilosec filled 8/19/17. No current order for Tramadol. Continue to take antibiotics resubmit HCR if symptoms worsen or persist."

63. The response mentioned in paragraph 62 above amounts to a delay or denial of medical treatment, which is deliberate indifference to Plaintiff's serious medical needs, and it violates Plaintiff's Eighth Amendment rights.

J. Defendants Thompson, Gard & GEO Group, Inc., Displayed Deliberate Indifference And Breached A Contract.

64. Under the contract the state of Indiana and/or the Indiana Dept. of Correction has with The GEO Group, Inc., GEO Group, Inc. has a duty to have sufficient staff to properly, and efficiently operate the security operations at NCCF.

65. As a prisoner at NCCF, Plaintiff is a third party beneficiary of the contract mentioned in paragraph 64 above.

66. Plaintiff's housing unit (i.e., Annex M unit) is, and has been consistently under-staffed, which has resulted in numerous cancellations of recreation (for all four pods on Plaintiff's unit), cancellations of phone calls and/or visitations, cancellations of access to the Lexis Nexis Kiosk (which is used for Legal research), and delays of (or cancellations of) medical appointments.

67. Numerous prisoners, including the Plaintiff, have filed grievances about the under-staffing on M unit at NCCF, and/or about the cancellations of various services, due to that understaffing, which has put defendants Gard, Thompson and GEO Group, Inc. on notice that under-staffing on M Unit is a problem. Those defendants have not rectified the problem, even though they are aware of it.

68. In response to Plaintiff's grievance about defendants Dillow's and Glover's 15 day delay in seeing and providing him

treatment (i.e., between April 19, 2017, and May 4, 2017), Ms. Scott, of Wexford Health, told the NCLF's Grievance Executive Assistant (i.e., Jennifer Smith): "...Medical is working to provide timely services. You were rescheduled several times for medical services due to slow movement in M Dorm. We are currently holding provider clinic in the Annex area weekly, so any missed appointments tend to clog the system. I have made contact with Capt. Gard to help assist with improved access to care for both M and O dorms...." (Former Grievance response for Grievance # 96842).

69. Defendants Gard's, Thompson's and GEO Group, Inc.'s failure to ensure that sufficient staff is on hand to properly operate M unit at NCEF caused the delay in Plaintiff's medical care (which is outlined in paragraphs 67 and 68 above), and prolonged Plaintiff's pain and suffering. That constitutes a breach of contract, and amounts to deliberate indifference to Plaintiff's serious medical needs, in violation of Plaintiff's Eighth Amendment rights.

K. Plaintiff Has Experienced Severe Physical Pain And Mental And Emotional Injuries.

70. As a result of defendants' acts or omissions complained about above, Plaintiff has experienced severe physical pain and mental and emotional injuries and suffering.

L. Defendants Deliberately Violated Plaintiff's Rights.

71. Defendants deliberately violated Plaintiff's Eighth Amendment rights in this case, or they acted with reckless disregard to Plaintiff's Eighth Amendment rights.

II. Jury Demand:

72. Plaintiff demands a trial by jury as to all so triable issues.

III. Conclusion:

Plaintiff asks the court to grant him the following relief:

73. A declaratory judgment declaring that defendants violated Indiana state tort law and Plaintiff's Eighth Amendment rights.

74. A permanent injunction requiring the medical defendants to provide Plaintiff timely and adequate/effective treatment for Plaintiff's testicular cyst, and his testicular pain.

75. A permanent injunction requiring the correctional defendants to hire and have sufficient staff on hand-to ensure that Plaintiff's medical appointments are not delayed/canceled.

76. Compensatory damages in an amount to be determined by a jury. (NOTE: As stated in Footnote 1 (on page 4 above), the Plaintiff seeks less than \$10,000.00 on his medical malpractice claims, so as to avoid having to go through the medical malpractice review panel, but Plaintiff's Eighth Amendment and negligence claims are not limited to less than \$10,000.00.).

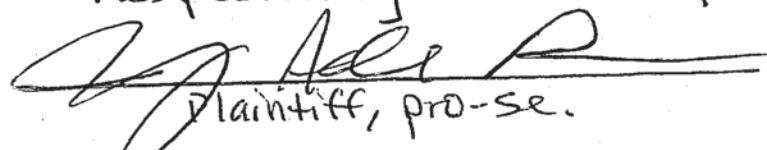
77. Punitive damages in an amount to be determined by a jury.

78. Nominal damages in the amount of \$1.00.

79. All costs of bringing and litigating this case.

80. All other relief the court deems just, proper and equitable in the premises.

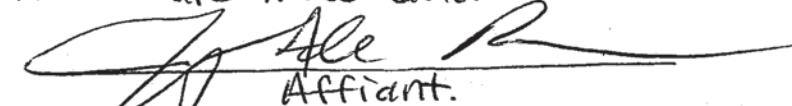
Respectfully submitted,


Plaintiff, pro-se.

Jeffrey Allen Rowe #116017
New Castle Correctional Facility
Post Office Box A
New Castle, IN 47362

VERIFICATION

I, Jeffrey Allen Rowe, affirm under penalty of perjury that the foregoing representations are true and correct.


Affiant.

NAME: *Jeffrey A. Ritter*
DOC# 116017 BED: M3 - 205A
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SEP 15 2017

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Indianapolis, IN 4620



LEGAL MAIL

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA FILED
INDIANAPOLIS DIVISION, INDIANAPOLIS DISTRICT COURT
INDIANAPOLIS DIVISION

JEFFREY ALLEN ROWE,
Plaintiff,

VS.

ALECTIA D. COOMER, LPN., et al.,
Defendants.

2019 DEC 23 PM 2:56 PH-DLP
Cause No. 1:17-cv-03288-JPH-DLP
SOUTHERN DISTRICT
OF INDIANA
LAWRA A. BRIGGS
CLERK

PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER,
PRELIMINARY INJUNCTIONS & AN EVIDENTIARY HEARING

COMES NOW, Plaintiff Jeffrey Allen Rowe, pro-se, and he respectfully moves the court to grant him the following relief **AS SOON AS POSSIBLE**:

A. A Temporary Restraining Order requiring the Defendants (or their replacements, or their employer (Wexford of Indiana, LLC.))¹ to provide the Plaintiff a brief prescription of Tramadol, 100 m.g. twice daily, until an evidentiary hearing can be had on Plaintiff's motion for preliminary injunctions (which is in the next paragraph (and its subparts));

B. The following Preliminary Injunctions:

- (i) Order requiring the Defendants (or their replacements, or their employer) to stop recycling Plaintiff back through pain medications he has been on in the past for his epididymal head cyst, and that were ineffective at treating Plaintiff's severe testicular pain;
- (ii) Order requiring the Defendants (or their replacements, or their employer) to provide Plaintiff a prescription for Tramadol, 100 m.g. twice daily (at least until Plaintiff can be seen by a urologist and that urologist makes his or her recommendations as to treatment) to treat the Plaintiff's severe

¹ The Plaintiff sues the Defendants in their individual capacities for damages and in their official capacities for declaratory and injunctive relief. Their official capacities cover their replacements and/or their employer.

testicular pain;

(iii) Order requiring the Defendants to send the Plaintiff to a urologist so that he or she can assess Plaintiff's painful epididymal head cyst and make recommendations and/or prescriptions to treat it; and

(iv) Order requiring the Defendants to follow the urologist's recommendations and/or prescriptions.

C. Set this matter/motion for an **expedited evidentiary hearing** and order that Plaintiff be transported to said evidentiary hearing.

D. All other relief the Court deems just proper and equitable in the premises (including without limitation to excusing Plaintiff from posting an injunction bond/security).

In support of this motion, Plaintiff will show:

1. To turn this motion into the equivalent of an affidavit: I, Jeffrey Allen Rowe, affirm under penalty of perjury that the representation made in this motion are true.

2. For purposes of Plaintiff's request for a TRO, he is currently and will continue to experience irreparable harm if this Court does not grant Plaintiff a temporary restraining order. Specifically prior to January 31, 2018, but after April 18, 2017, Plaintiff ~~had~~ was given/prescribed Tylenol four times, and Naproxen and Prednisone one time to treat the chronic, excruciating pain Plaintiff feels from ~~his~~ his epididymal head cyst, and those medications did not help. The Plaintiff was given Tramadol, 50 m.g., twice daily for about five and half days in mid August, 2017, and it helped for the most part with Plaintiff's chronic, severe testicular pain from his epididymal head cyst. Between early February, 2018, and April 9, 2018, the Plaintiff received Tramadol, 100 m.g. twice daily, for his chronic, severe testicular pain and it helped him even more than the Tramadol at 50 m.g. twice daily. On April 9, 2018, Plaintiff's Tramadol (100 m.g. twice daily) was discontinued ("D/C'd"), and Plaintiff was put on Maloxicam/Mobic for his chronic, severe testicular pain

(which did not help Plaintiff with his severe testicular pain, and it exacerbated his severe/chronic erosive esophagitis condition). Since then, Plaintiff has been recycled back through Maloxicam/Mobic, Tylenol, and Naproxen several times (even though the Plaintiff has told the providers (every time) that he has previously been on those medications, that they didn't help/work, and with respect to the Maloxicam/Mobic, that it exacerbates/aggravates his severely painful erosive esophagitis condition), and he is currently on Naproxen for his chronic, severe testicular pain. It is not helping, and prison doctors have refused to give Plaintiff anything in the future (and at present) except Tylenol, Maloxicam/Mobic, Naproxen, and Prednisin – all of which have proven ineffective in the past. The Plaintiff is in extreme pain (nearly constant pain) every day, and will continue to be without a TR0 and preliminary injunctive relief. In order for Plaintiff to get a TR0, he must show (by verified statement) specific facts that he is immediately suffering irreparable injury or harm, Fed.R.Civ.P. 65(b)(1), and the Seventh Circuit has held that chronic, severe pain can cause irreparable harm. See Hoban v. Wexford Health Sources, Inc., 731 Fed. Appx. 530, 532 (7th Cir. 2018) (citing Wheeler v. Wexford Health Sources, Inc., 689 F.3d 680, 682 (7th Cir. 2012)). The Plaintiff has made a clear showing with specific facts, supported by this verified statement that he is immediately suffering irreparable harm and the Court should grant the TR0.

3. With respect to Plaintiff's request for preliminary injunctions, all of the preliminary injunction factors favor the grant of them, as set forth in the simultaneously filed supporting memorandum of law.

4. From the facts set forth in paragraph 2 above, it is clear that Plaintiff is currently suffering chronic, severe pain, and that he is "not fantasizing" about readily available treatment (i.e., Tramadol, 100 m.g. twice daily).

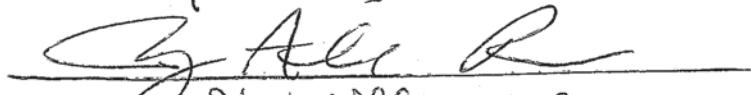
that will relieve that pain. In that situation, the Seventh Circuit has held that a district court must hold an evidentiary hearing on a motion for a preliminary injunction. See Hoban, at 532 (citing Wheeler, at 682).

5. For the reasons set forth on pages 17-19 of the simultaneously filed supporting memorandum of law, the Plaintiff should be excused from posting security for the TRO and preliminary injunctions sought in this motion.

6. Plaintiff simultaneously files a memorandum of law in support of all aspects of this motion. It is incorporated herein and made a part hereof by reference.

7. Plaintiff attaches hereto, as Exhibit 1, a proposed Order to Show Cause And Temporary Restraining Order.

Respectfully Submitted,



Plaintiff, pro-se.

Jeffrey Allen Rowe #116017
New Castle Corr. Facility
Post Office Box A
New Castle, IN 47362

CERTIFICATE OF SERVICE

I, Jeffrey Allen Rowe, certify that on December 16, 2019, I mailed an accurate copy of the foregoing to opposing counsel.

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JEFFREY ALLEN ROWE,
Plaintiff,

VS.

ALECIA D. COOMER, LPN., et al.,
Defendants.

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)
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Cause No. 1:17-cv-03288-JPH-DLP

ORDER TO SHOW CAUSE
AND TEMPORARY RESTRAINING ORDER

Comes now, the Court, and Plaintiff having filed Plaintiff's Motion For Temporary Restraining Order, Preliminary Injunctions & An Evidentiary Hearing, with supporting memorandum of law and documents, and the Court being duly advised, now:

ORDERS Defendant Jeffery Glover, NP, or his replacement and/or his former employer, Weford of Indiana, LLC., to immediately prescribe and provide Plaintiff, Jeffrey Allen Rowe, IDOC # 116017, Tramadol, at 100 m.g. twice daily, pending

Exhibit 1

the hearing on Plaintiff's motion for preliminary injunctions;

ORDERS Defendants Jeffery Glover, NP., Cassandra Brown, RN., and Alecia D. Coomer, LPN., to show cause in room _____ of the United States District Court for the Southern District of Indiana, Indianapolis Division, 105 Birch Bayh Courthouse, 46 East Ohio Street, Indianapolis, Indiana, on the _____ day of _____, 20____, at ____:____ a.m./p.m., as to why the preliminary injunctions sought in Plaintiff's Motion For Temporary Restraining Order, Preliminary Injunctions & An Evidentiary Hearing, pursuant to Fed.R.Civ.P. 65(a)(2).

A separate Order shall be issued for the transport of the plaintiff to the evidentiary

hearing.

SO ORDERED this _____ day of _____, 20____.

Judge
United States District Court
for the Southern District of Indiana
Indianapolis Division

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INDIANAPOLIS, INDIANA

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JEFFREY ALLEN ROWE,
Plaintiff,

VS.

ALECIA D. COOMER, LPN., et al.,
Defendants.

) Cause No. 1:17-cv-03288-JPH-DLP

FILED

DEC 23 2019

U.S. CLERK'S OFFICE
INDIANAPOLIS, INDIANA

MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING,
PRELIMINARY INJUNCTIONS & AN EVIDENTIARY HEARING

COMES NOW, Plaintiff Jeffrey Allen Rowe, pro-se, and for his Memorandum of Law in support of Plaintiff's Motion For A Temporary Restraining Order, Preliminary Injunctions & An Evidentiary Hearing, he states:

I. Statement of the Case:

This is a civil rights action brought under 42 U.S.C. § 1983 by a state prisoner who alleges that he was previously, and is currently being denied adequate medical treatment for his severely painful epididymal head cyst. The plaintiff seeks a temporary restraining order and a preliminary injunction to ensure that he receives proper medical care.

II. Statement of the Facts:

The Plaintiff ("Rowe"), is currently 37 years old, and has been confined at New Castle Correctional Facility since before April, 2017. (See attached Exhibit 1, ¶¶ 1, 3). At the times relevant to the Plaintiff's claims, Defendant

Jeffery Glover was a licensed Nurse Practitioner, who was employed to provide medical treatment at New Castle Correctional Facility by Wexford of Indiana, LLC. (DKT. No. 113-3 at ¶¶ 1-4, 7-8).

During the times relevant to the Plaintiff's claims, Defendant Cassandra Brown was a nurse (LPN), who was employed to provide medical services at the New Castle Correctional Facility by Wexford of Indiana, LLC. (DKT. No. 113-7 at ¶¶ 1-3, 7).

During the times relevant to the Plaintiff's claims, Defendant Alecia D. Coomer was a nurse (LPN), who was employed to provide medical services at the New Castle Correctional Facility by Wexford of Indiana, LLC. (DKT. No. 113-9 at ¶¶ 1-3, 6-7).

Wexford of Indiana, LLC., is a private corporation that the State of Indiana has contracted to provide, among other things, medical services to prisoners in the Indiana Dept. of Correction. (See attached Exhibit 2). The contract currently ends in April, 2020. (Id.).

Rowe first started noticing a testicular growth in 2016, but did not report any discomfort or pain from it until April, 2017. (See attached Exhibit 1, ¶ 1). Rowe first stated to feel or experience discomfort from his testicular growth near the end of March 2017, or the first couple days of April, 2017, and slowly, but steadily, the discomfort increased in severity, to become unbearable pain-forcing Rowe to seek medical attention. (See attached Exhibit 1, ¶ 4).

On April 8, 2017, Rowe submitted a medical request, which stated: "I need to see someone about a lump that I found on one of my testicles as soon as possible. Thanks! (NOTE: The lump hurts really bad!)." (DKT. No. 115, at 1). Rowe followed that up with another medical request, on April 15, 2017, which stated: "I put in a Health Care Request almost a week ago about a painful lump on my testicle and I still have not been seen. I'm in extreme pain and am concerned about what the lump is. Please see me ASAP. Thanks!" (DKT. No. 115, at 2).

On April 19, 2017, Rowe was seen by Nurse Wigal, in reference to his medical requests dated April 8th and 15th, 2017. (DKT. No. 115, at 4-7). At that time, Rowe reported that he has a pea-

sized lump on his left testicle, which causes him excruciating pain everyday; and that that pain increases in severity with movement. (See attached Exhibit 1, ¶ 5; DKT. No. 115, at 4-7). Nurse Wigal provided Rowe a box of "APAP Acetaminophen," at that time, and referred Rowe to be seen by a medical provider. (DKT. No. 1, ¶ 24; DKT. No. 115, at 7).

A box of APAP Acetaminophen contains 24 tablets of Acetaminophen; and if those tablets are taken at the maximum dosage and frequency, as set forth on the box (i.e., two tablets every 4-6 hours, as needed), the last dose would be taken 48 hours after the first dose. (See attached Exhibit 1, ¶ 6). The box says Acetaminophen is comparable to Tylenol. (Id.)

On May 4, 2017, Defendant Glover seen Rowe for his chronic care visit, and at that time, Rowe informed Defendant Glover: that the lump on Rowe's left testicle had been getting more painful and bigger; that Rowe was in excruciating pain every day, from his testicular lump, and it gets worse with movement; and, that Nurse Wigal gave Rowe a box of APAP Tylenol on April 19, 2017, and it did not help with Rowe's excruciating testicular pain. (DKT. No. 1, ¶ 24; DKT. No. 137, at 7). Defendant Glover examined Rowe, confirmed the existence of a lump on Rowe's left testicle, referred Rowe to have an ultrasound done on his testicle, and refused to give Rowe anything more than Acetaminophen/Tylenol. (DKT. No. 1, ¶ 24; DKT. No. 115, at 8; DKT. No. 113-2, at 2).

Rowe can't remember exactly how many days worth of Tylenol/Acetaminophen Defendant Glover prescribed/gave Rowe on May 4, 2017, but it did not help relieve Rowe's excruciating testicular pain. (See attached Exhibit 1, ¶ 7). And the Acetaminophen Rowe was given on April 19, 2017 didn't help. (Id.) Between about May 8, 2017, and early July, 2017, Rowe sent Defendant Glover several medical requests and written communications reporting that the ultrasound Defendant Glover ordered had not been done, and complaining that the Plaintiff was not receiving any treatment for his severe testicular pain. (See DKT. No. 1 ¶ 29). Similarly, between that same time frame, when Defendant Glover came onto the Plaintiff's

housing unit, to see patients with his nursing assistant (either nurse Cheek or nurse Swain), the Plaintiff had Defendant Glover's nursing assistant tell Defendant Glover that: (1) Plaintiff was not receiving any treatment for his excruciating testicular pain, (2) the ultrasound that Defendant Glover ordered to be done on the Plaintiff's testicle on May 4, 2017, had not been done, and (3) the Plaintiff needs to see Defendant Glover. (See DKT No. 1, ¶¶ 31). Defendant Glover had his nursing assistant tell the Plaintiff that Defendant Glover said his patient lists were full, and that he could not see Rowe. (See Id.).

On July 7, 2017, an ultrasound was done on Rowe's testicles which returned an impression of a 13 mm epididymal head cyst on the left side, but no other abnormality, including hydrocele or varicocele. (See DKT. No. 115 at 28).

The Defendants' designated "expert" witness, Dr. Bruce D. Ippel, has testified/stated that he has treated "many" patients suffering from epididymal head cysts, and that: "Typically, in the vast majority of patients, epididymal cysts are asymptomatic, and require no treatment. In the majority of those patients that have symptoms, epididymal head cysts are typically treated with anti-inflammatory medications, pain medications, or alterations in activity, to limit symptoms. If in the medical practitioner's opinion, the cyst is located in an area, or is causing symptoms, that may impact vascular or urinary function, other options can include surgical removal of the cyst, but surgery comes with many risks..." (See "Plaintiff's Second Summary Judgment Appendix," ("App."), at p. 13).

Rowe was not notified of the results of the ultrasound until July 20, 2017. (See attached Exhibit 1, ¶ 18).

Between July 10, 2017, and July 19, 2017, Rowe sent Defendant Glover several medical requests and other written communications which reported that Rowe was in extreme pain from his testicular lump, and Rowe asked

to be seen - so that Rowe can be provided treatment and the results of the ultrasound. (See DKT. No. 1, ¶ 37).

On or about July 10, 2017, while Defendant Glover and his nursing assistant (either Nurse Cheek or Nurse Swain) was on the Plaintiff's housing unit, to see other patients, Rowe had Defendant Glover's nursing assistant tell Defendant Glover that Rowe was not receiving any treatment for Rowe's excruciating testicular pain, and that he needed to be seen - so that Rowe can be given treatment and the results of the ultrasound that had been done on June 7, 2017. (See DKT. No. 1, ¶ 36). That same nursing assistant told Rowe that Defendant Glover told her to tell Rowe that Defendant Glover's patient list was full, but he would try to squeeze Rowe in to be seen within a couple days. (See Id.).

On July 20, 2017, Defendant Glover seen Rowe, and at that time, Defendant Glover told Rowe that the ultrasound revealed that Rowe has an epididymal head cyst; and, Defendant Glover both: (1) prescribed Rowe Doxycycline, and (2) gave Rowe a box of APAP Acetaminophen. (See DKT No. 113-3 ¶ 7; DKT. No. 115 at 16-19; and, attached Exhibit 1, ¶ 9). The Plaintiff told Defendant Glover that he was in nearly constant excruciating pain from his epididymal head cyst, and that Acetaminophen/Tylenol had not helped on the two prior occasions Rowe was given it, and Rowe asked for something different/stronger for his extreme pain. (See attached Exhibit 1, ¶ 9). Defendant Glover refused to give or prescribe Rowe anything other than the Acetaminophen for the Plaintiff's severe testicular pain. (DKT. No. 1, ¶ 11 38-39). That Acetaminophen/Tylenol lasted Rowe about 3 days (see Id.), and it did not help relieve Rowe's severe testicular pain. (See attached Exhibit 1, ¶ 9).

Between July 24, 2017, and August 8, 2017, Rowe sent Defendant Glover several medical requests and/or written

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On August 9, 2017, Defendant Glover seen Rowe at a chronic care visit, and at that visit, Defendant Glover prescribed Rowe Tramadol through August 15, 2017, to take as needed for Rowe's "excruciating" testicular pain. (See DKT. No. 1 DKT. No. 113-3 at 3; DKT. No. 115 at 20-23; App., at p. 3). Also, Defendant Glover told Rowe that if Tramadol helped relieve Rowe's testicular pain, he would regularly prescribe it to Rowe. (See DKT. No. 1, ¶ 46). That prescription was for 50 m.g., twice daily. (Exhibit 1, ¶ 11) Tramadol helped relieve Rowe's excruciating testicular pain. (See attached Exhibit 1, ¶ 10).

On August 15, 2017, Rowe submitted a medical request which explained that his testicular cyst hurt a lot and that Tramadol seemed to work for the pain, but that he was out of Tramadol. (See DKT. No. 115 at 25).

On August 17, 2017, Rowe was seen by Nurse Brown, in response to Rowe's August 15, 2017, medical request. (See DKT. NO. 113-7, ¶ 7). At that time, Rowe informed Defendant Brown that Tylenol was previously ineffective at treating Rowe's severe testicular pain and that he needed something other than Tylenol for it. (See Id.).

As a nurse, Defendant Brown could have provided Tylenol or Ibuprofen in small doses, without a doctor's orders, in accordance with nursing protocols. (See DKT. No. 113-4 ¶¶ 1-3 and 8; DKT. No. 113-7 ¶¶ 3, 7). She could have also contacted the on-call physician or another practitioner for something stronger. (See DKT. No. 113-7, ¶ 9; App., at pp. 9-10). Instead, Defendant Brown merely provided Rowe another box of APAP Acetaminophen, and referred Rowe to be seen by a doctor. (DKT. No. 113-7, ¶ 7; attached Exhibit 1, ¶ 12).

The Acetaminophen Defendant Brown provided to Plaintiff on August 17, 2017, did not relieve Rowe's severe testicular pain, and it only lasted Rowe

about 3 days. (See attached Exhibit 1, ¶¶ 12).

On August 18, 2017, Defendant Coomer reviewed Rowe's August 15, 2017, medical request, and without seeing or speaking to Rowe, she noted from Plaintiff's medical records that Defendant Glover previously prescribed Rowe Doxycycline and Tramadol, but that Rowe did not have an active prescription for Tramadol; she therefore, responded on the medical request with "Continue to take antibiotics. Resubmit HCR if symptoms worsen or persist." (DKT. No. 113-9, ¶ 6; DKT. No. 115 at 25). ~~██████████~~. She also did not refer Rowe to be seen by a doctor. (DKT. No. 113-9, ¶ 7).

On October 2, 2017, Dr. Bruce Ippel seen Rowe in response to Defendant Brown's August 17, 2017, referral. (DKT. No. 113-2, ¶ 11; DKT. No. 113-7, ¶ 7; attached Exhibit 1, ¶ 13). At that time, Dr. Ippel examined Rowe, confirmed the existence of Rowe's epididymal head cyst, and given that the antibiotic, Doxycycline, had provided Rowe no relief, he prescribed Rowe Naproxen (an anti-inflammatory) and Prednisone (a steroid). (See DKT. No. 113-2, ¶ 11).

On December 5, 2017, Rowe was seen by Dr. Kenneth Robertson, and at that time, Dr. Robertson requested that Rowe be seen by a Urologist. (See attached Exhibit 1, ¶ 14; attached Exhibit 3). Rowe doesn't remember when, but Dr. Robertson, or another prison doctor told Rowe that Dr. Robertson's request (that Rowe be seen by a Urologist) was denied by Wexford of Indiana, LLC.'s regional office in Indianapolis. (See attached Exhibit 1, ¶ 14).

On December 20, 2017, Dr. Robertson put in a "FER" (a Formulary Exception Request) to prescribe Rowe 90 days of Tramadol. (See attached Exhibit 4). Rowe did not receive Tramadol in December, 2017, or January, 2018. (See attached Exhibit 1, ¶ 15). Rowe didn't receive any other pain treatment in those months. (Id.).

On December 26, 2017, Rowe was seen by Dr. Alexander Pleszynski-Platz, who did not order Rowe any treatment for Rowe's epididymal head cyst. (See attached Exhibit 4).

On January 2, 2018, Dr. Robertson put in another FER so

that he could prescribe Rowe Tramadol for 90 days. (See attached Exhibit 5). Rowe did not receive any Tramadol, or any other pain medication in January, 2018. (See attached Exhibit 1, ¶15).

On January 31, 2018, Rowe was seen by Dr. Ippel, who at that time ordered that another ultrasound be done, and he put in a PFR so that he could prescribe Rowe Tramadol for four months. (See DKT. No. 113-2, ¶12). Dr. Ippel also told Rowe that if Rowe was not in prison, his epididymal head cyst would have been surgically removed a long time ago, but that Wexford does not want to pay for it. (DKT. No. 137-1, at 2-3).

Rowe did start receiving Tramadol shortly after his January 31, 2018, visit with Dr. Ippel, and it was helpful in relieving Rowe's severe testicular pain. (See attached Exhibit 1, ¶15).

On April 9, 2018, Rowe was seen by Dr. Neil Fisher, who told Rowe that he is Wexford's Regional Medical Director, and at that time, Dr. Fisher discontinued ("D/C'd") Dr. Ippel's prescription for Tramadol, and said that "Tramadol is a narcotic, and [that] Rowe will need to learn to live with [his] epididymal head cyst." (See attached Exhibit 1, ¶16; attached Exhibit 6). He did, however, examine Rowe, confirmed the existence of Rowe's epididymal head cyst, concluded that Rowe has varicose, and he prescribed Rowe Motroxican/Mobic (an anti-inflammatory) to treat Rowe's testicular pain. (See App., pp. 3-4, 6; attached Exhibit 6).

The Motroxican/Mobic Dr. Fisher prescribed Rowe on April 9, 2018, did not help relieve Rowe's severe testicular pain, and it aggravated Rowe's severe/chronic erosive esophagitis condition. (See attached Exhibit 1, ¶16).

On May 31, 2018, Rowe was seen by Dr. Robertson, who discontinued ("D/C'd") the Mobic, but did not provide any alternative pain treatment. (See attached Exhibit 7). Dr. Robertson specifically noted that Rowe said the Mobic

"bothered [Rowe's] GERD." (See Id.).

On July 12, 2018, Rowe was seen by Dr. Mark Cabrera, who again prescribed Rowe Mobic and Tylenol, even though Rowe said he previously tried Mobic and Tylenol, and that they not only didn't help relieve Rowe's severe testicular pain, but the Mobic aggravated Rowe's severe/chronic erosive esophagitis condition. (See attached Exhibit 1, ¶ 17; attached Exhibit 8). Dr. Cabrera also put in his medical record entry "OPR for urology," (See attached Exhibit 8), which is consistent with ~~_____~~ Dr. Cabrera's comment to Rowe that Dr. Cabrera was asking that Rowe be seen by a Urologist. (See attached Exhibit 1, ¶ 17).

The Mobic and Tylenol Dr. Cabrera prescribed Rowe on July 12, 2018, did not help relieve Rowe's severe testicular pain, and the Mobic aggravated Rowe's severe/chronic erosive esophagitis condition. (See attached Exhibit 1, ¶ 17).

On August 15, 2018, Dr. Cabrera submitted a request that Rowe be seen by a Urologist. (See attached Exhibit 9).

On September 28, 2018, Rowe was seen by Dr. Cabrera, and at that time, Dr. Cabrera informed Rowe that Dr. Cabrera's request that Rowe be seen by a urologist was denied, because the "pain should be treated on-site." (See attached Exhibit 1, ¶ ; attached Exhibit 10). But, when Rowe told Dr. Cabrera "it obviously can't be treated, since all you give me are medications that I've already been on, and that doesn't work, and even aggravate my severely painful acid reflux," Dr. Cabrera noted that Tylenol, Naproxen, Mobic and Prednisone are all that they can prescribe Rowe. (See attached Exhibit 1, ¶ 18). Dr. Cabrera did not change to an alternative treatment for Rowe's pain at that time. (See attached Exhibit 10).

Rowe has not been seen by a urologist concerning his epididymal head cyst, and has not been put on any effective, or, even any treatment that has not previously been tried, since Dr. Fisher's discontinuation

of Tramadol, and Dr. Fishers' prescription of Motil on April 9, 2018. (See attached Exhibit 1, ¶¶ 19). Rowe was prescribed Naproxen roughly two months ago (for his severe testicular pain), a medication that Dr. Ippel tried back on October 2, 2017. (See attached Exhibit 1, ¶¶ 19; DKT. No. 113-2, ¶¶ 11). Rowe did not receive any Naproxen from the more recent prescription until about December 14, 2019. (See attached Exhibit 1, ¶¶ 19). Naproxen did not help back in October, 2017, and it hasn't started helping him during the few days that he has been recently taking it (for his severe testicular pain). (See attached Exhibit 1, ¶¶ 19).

The Plaintiff is currently suffering excruciating pain from his testicular cyst, that rates at a near constant 7-8, on a scale of 1 (meaning no pain) to 10 (meaning the worst pain imaginable). (See attached Exhibit 1 ¶ 20). It can increase to an 8-10 with certain movements. (See attached Exhibit 1, ¶ 20). The Plaintiff describes his pain like it would feel when and after getting kicked or hit in the testicles. (See attached Exhibit 1, ¶ 20).

While Tramadol did not completely eliminate Rowe's severe testicular pain in the past, it did reduce the pain significantly—such, that Rowe had less difficulty getting out of bed and moving around. (See attached Exhibit 1, ¶ 10). Tramadol made Rowe more able to bear his severe testicular pain. (See attached Exhibit 1, ¶ 10).

III. Relevant Legal Standards:

A. Temporary Restraining Order

"A TRO is warranted only if 'specific facts in an affidavit or a verified complaint clearly show that immediate or

irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition." Oliver v. Rauner, 2017 U.S. Dist. LEXIS 26262 (S.D. Ill., Feb. 23, 2017) (quoting Fed. R. Civ. P. 65(b)(1)(A)). This form of relief is warranted "to prevent a substantial risk of injury from ripening into actual harm." Panzer v. Brennan, 511 U.S. 825, 845 (1994).

B. Preliminary Injunction

"[A] preliminary injunction is an extraordinary and drastic remedy, one that should not be granted unless the movant, by a clear showing, carries the burden of persuasion." Mazurek v. Armstrong, 520 U.S. 968, 972 (1997).

"A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 20 (2008) (citations omitted). See also Korte v. Sebelius, 735 F.3d 654, 665 (7th Cir. 2013); Woods v. Buss, 496 F.3d 620, 622 (7th Cir. 2007). If the movant meets this threshold burden, then the inquiry becomes a "sliding scale" analysis where these factors are weighed against one another. See AM General Corp. v. Daimler Chrysler Corp., 311 F.3d 796, 804 (7th Cir. 2002). Under this "sliding scale" approach, even when "a plaintiff has less than a 50 percent chance of prevailing on the merits, he may nonetheless be entitled to the injunction if he can demonstrate that the balance of harms would weigh heavily against him if the relief were not granted." D.U. v. Rhoades, 825 F.3d 331, 338 (7th Cir. 2016) (citing Curtis v. Thompson, 840 F.2d 1291, 1296 (7th Cir. 1988)).

Finally, if the Court grants a preliminary injunction, it "must be narrowly drawn, extend no further than necessary to correct the harm the court finds requires preliminary relief, and be the least intrusive means necessary to

correct that harm." 18 U.S.C. § 3626(a)(2).

III. Argument:

A. The Court Should Grant A TRO.

The Seventh Circuit has held that "chronic pain can be irreparable harm." Hoban v. Wexford Health Sources, Inc., 731 Fed. Appx. 530, 532 (7th Cir. 2018) (citing Wheeler v. Wexford Health Sources, Inc., 689 F.3d 680, 682 (7th Cir. 2012)). See also Collin v. Cnty. of Ventura, 189 F.R.D. 583, 598 (C.D. Cal. 1999) ("defendants do not argue that pain and suffering is not irreparable harm, nor could they").

Here, Plaintiff is experiencing chronic, excruciating pain everyday, and absent the court forcing the defendants to provide Rowe Tramadol, he will continue to suffer severe chronic pain. That satisfies the criteria for granting a TRO. See Hoban, at 533 ("chronic pain can be irreparable harm"); Fed. R. Civ. P. 65(b)(1)(A) (a TRO is proper if movant is at risk of "immediate or irreparable injury, loss or damage").

The Court should issue a TRO requiring the Defendants to provide Rowe a brief prescription of Tramadol, pending an evidentiary hearing on the Plaintiff's motion for a preliminary injunction, so that Plaintiff does not suffer the severe, chronic testicular pain, he experiences everyday now.

B. The Court Should Grant Preliminary Injunctions.

As will now be demonstrated factor-by-factor, the preliminary injunction factors (individually, and collectively (under the "sliding scale" analysis)) all tip in favor of granting Rowe preliminary injunctive relief.

POINT 1: Rowe Has A Reasonable Likelihood of Prevailing.

"In framing the probability of success necessary for a grant of injunctive relief... the Plaintiff's chances of prevailing need only be better than negligible." D.U. v. Rhoades, 825 F.3d 331, 338 (7th Cir. 2016). See also Michigan v. U.S. Army Corps of Eng'rs, 667 F.3d 765, 782 (7th Cir. 2011) (at the preliminary injunction phase, "the threshold for establishing likelihood of success is low").

In this case, the Plaintiff has a strong likelihood of prevailing on the merits. In order to prevail, the Plaintiff must establish that he has a "serious medical need," and that a defendant displayed "deliberate indifference" to that need. Estelle v. Gamble, 427 U.S. 97, 104 (1976); Williams v. Liefer, 491 F.3d 710, 714 (7th Cir. 2007).

A "serious medical need" is one that has been diagnosed as mandating treatment. Foulke v. Outagamie Cnty., 394 F.3d 510, 512 (7th Cir. 2005). Here, the Plaintiff's Epididymal Head Cyst was diagnosed on July 7, 2007, and several doctors/practitioners, including Defendants Glover and Brown, provided the Plaintiff varying degrees of treatment for it. That makes it a "serious medical need."

A Defendant displays "deliberate indifference" when he or she knows about a serious medical need, and consciously takes "inaction or woefully inadequate action." Reed v. McBride, 178 F.3d 849, 854 (7th Cir. 1999). Here, the Defendants persisted with Tylenol, when they knew it had previously been tried and it didn't help in the past. That amounts to "deliberate indifference." See Greene v. Daley, 414 F.3d 645, 654-55 (7th Cir. 2005).

The Plaintiff has a lot more of a chance of prevailing, than the mere "negligible" chance that the preliminary injunction standard requires.

POINT 2: Plaintiff Is Likely To Be Irreparably Harmed.

As noted above, in the Seventh Circuit, "chronic pain can be irreparable harm." Hoban, 731 Fed.Appx. at 532. The Plaintiff is currently experiencing severe excruciating pain everyday, and will continue to do so if this court does not order the Defendants to provide him proper medical care. That is "irreparable harm," and Plaintiff is likely to continue suffering that "irreparable harm" if this court does not grant a preliminary injunction.

Additionally, medical staff continue to recycle the Plaintiff back through pain medications he has previously been on, and that was proved to be ineffective. That is deliberate indifference to the Plaintiff's serious medical needs, Greene, at 654-55, and as a legal matter, that continuing constitutional violation constitutes "irreparable harm." See e.g., Elrod v. Burns, 427 U.S. 347, 373 (1976); American Trucking Associates, Inc. v. City of Los Angeles, 559 F.3d 1046, 1158-59 (9th Cir. 2009).¹

POINT 3: The Balance of Hardships Favor Plaintiff.

Here, if the injunctions are not granted, the Plaintiff will suffer tremendous pain and suffering everyday for the months and months until a trial can be had. That is a severe hardship and suffering for Plaintiff.

On the other hand, if the court grants the preliminary injunctions Plaintiff seeks, he will be seen by a urologist (that Dr. Robertson and Dr. Cabrera determined Plaintiff needs to be seen by), and Plaintiff will receive Tramadol (a pain medication Defendant Glover, Dr. Ippel and Dr. Robertson determined Plaintiff needs). Those things are part of Defendants' and other medical staffs' Constitutional obligations (i.e., to provide

¹This principle has been applied to prison litigation generally, see Jelly v. Coughlin, 76 F.3d 468, 482 (2d Cir. 1996); Newsome v. Norris, 888 F.2d 371, 378 (6th Cir. 1989), and specifically in prison medical care cases. Jones-El v. Berge, 164 F.Supp.2d 1096, 1123 (W.D.Wis. 2001); Phillips v. Mich. Dept. of Corr., 731 F.Supp. 792, 801 (W.D. Mich. 1990), aff'd, 932 F.2d 969 (6th Cir. 1991).

"adequate" and "effective" medical care). See Farmer v. Brennan, 511 U.S. 825, 832 (1994) (medical care must be "adequate"); Greene, at 654-55 (persisting in a course of treatment known to be ineffective is unconstitutional). Following the Constitution is not a "hardship," but is an obligation. Thus, the Defendants would not "suffer" by the grant of the preliminary injunctions the Plaintiff seeks.

POINT 4: The Grant Of Preliminary Injunctions Would Serve The Public Interest.

Here, it's clear that Plaintiff's Eighth Amendment rights to adequate and effective medical care was previously violated by the Defendants, and is currently being violated by medical providers. See Greene, at 654-55 (persistence with a course of treatment that is known to be ineffective amounts to deliberate indifference, in violation of the Eighth Amendment). The grant of preliminary injunctions would merely require the Defendants and/or their replacements to stop violating the Plaintiff's Eighth Amendment rights.

In this case, the grant of preliminary injunctions would serve the public interest, because it's always in the public interest to require prison officials to obey the law, especially the Constitution. Phelps-Roper v. Nixon, 545 F.3d 685, 690 (9th Cir. 2008); Duran v. Anaya, 642 F.Supp. 516, 527 (D.N.M. 1986) ("Respect for law, particularly by officials responsible for the administration of the State's correctional system, is in itself a matter of the highest public interest"); Llewellyn v. Oakland County Prosecutor's Office, 402 F.Supp. 1379, 1393 (E.D. Mich. 1979) (stating "the Constitution is the ultimate expression of the public interest.").

POINT 5: The "Sliding Scale" Analysis Favors Plaintiff.

The "sliding scale" analysis allows an injunction to be granted in either of these two scenarios: (a) Plaintiff has less than a 50 percent chance of prevailing, but he faces a higher likelihood of suffering a more severe harm without the grant of the injunction than the Defendants would suffer if the injunction was granted, see D.U. v. Rhoades, 825 F.3d 331, 338 (7th Cir. 2016) (citing Curtis v. Thompson, 840 F.2d 1291, 1296 (7th Cir. 1988)); and, (b) Plaintiff has a really strong likelihood of prevailing on the merits, but has a less likely chance of being severely harmed without the grant of an injunction. See FTC v. Elders Grain, Inc., 868 F.2d 901, 903 (7th Cir. 1989) ("the greater the plaintiff's likelihood of success on the merits..., the less harm from denial of the preliminary injunction the Plaintiff need show in relation to the harm that the defendant will suffer if the preliminary injunction is granted.").

Here, the Plaintiff has a strong likelihood of prevailing on the merits, and Plaintiff's risk of facing tremendous irreparable harm without an injunction, while the Defendants face no risk at all of being harmed by the grant of the injunctions. Since both the prevailing on the merits and the balancing of harms factors weigh in the Plaintiff's favor, by a large margin, the "sliding scale" analysis clearly weighs in the Plaintiff's favor.

POINT 6: The Preliminary Injunctions Comply With The PLRA.

Here, the preliminary injunctions that the Plaintiff seeks (i.e., a prescription of Tramadol, to last until Plaintiff is seen by a urologist; for Plaintiff to be seen by a urologist; ~~for~~ for prison medical staff to follow the urologist's recommendation(s); and, for prison medical providers to stop putting Plaintiff on pain medication for his severe testicular pain, that was previously tried and proved to be ineffective) are narrowly drawn, extend no further than necessary to correct the Plaintiff's harm and are the least intrusive means necessary to correct Plaintiff's harm. Thus, they comply with 18 U.S.C. § 3626(a)(2).

C. The Court Must Hold An Evidentiary Hearing.

When an inmate submits documents showing that he is "not fantasizing" about readily available treatment for severe pain, the district court must "conduct an evidentiary hearing to determine whether [the inmate] is entitled to relief." Hoban, 731 Fed. Appx. at 532-33 (citing Wheeler v. Wexford Health Sources, Inc., 689 F.3d 680, 682 (7th Cir. 2012)).

Here, the court should conduct an evidentiary hearing on this motion, because the Plaintiff has submitted documents showing (1) he's in chronic, severe pain; (2) Plaintiff has been tried on a host of pain medications and all but Tramadol has been ineffective; and (3) The Plaintiff is currently on ineffective pain treatment and can easily be put on (the effective) Tramadol pain medication again. Plaintiff is "not fantasizing." Id.

D. The Plaintiff should Be Excused From Posting Security.

Litigants who obtain a TRo or preliminary injunction are usually required to post security. Roche Diagnostics Corp. v. Medical Automation Sys., 646 F.3d 424, 428 (7th Cir. 2011) ("Normally an injunction bond or equivalent security is essential." (citing Fed. R. Civ. P. 62(c), 65(c); Mead Johnson & Co. v. Abbott Laboratories, 201 F.3d 883, 887-88, amended, 209 F.3d 1032 (7th Cir. 2000))). However, this rule is not supposed to be applied so as to deny judicial review, People of State of Cal. ex rel. Van de Kamp v. Tahoe Reg. Planning Agency, 766 F.2d 1319, 1325-26 (9th Cir. 1985), and courts can excuse the posting security requirement for impoverished litigants. Wayne Chemical, Inc. v. Columbus Agency Service Corp., 567 F.2d 692, 701 (7th Cir. 1977).

Here, Plaintiff currently has \$1,345.69 in his prison trust fund account. (See attached Exhibit 1, ¶ 21). But, he will need roughly \$500.00 of that to subpoena and pay witness

and mileage fees for the witnesses he intends to call to the trial. (See attached Exhibit I, ¶122). The whole time that \$500.00 stays in Plaintiff's trust fund account, he is not "indigent"; so, Plaintiff will have to purchase his own hygiene², stationary (for legal work), legal copies and legal postage³ (See attached Exhibit I, ¶123). And, Plaintiff has no one he can trust to send the \$500.00 to. (See attached Exhibit I, ¶120). If Plaintiff is left with only the \$500.00 (after posting security), the foregoing costs will come out of that before the trial in this matter. If the Court requires more than \$845.69 CAS security, Plaintiff won't have enough for the above items, and to secure the attendance of his trial witnesses.

Thus, requiring the Plaintiff to post security of more than a couple hundred dollars would make the Plaintiff choose between a right (for adequate treatment during the preliminary stage) on the one hand, and two rights (hygiene and access to courts (to prove his claims)) on the other hand. That is an untenable, precarious and an arguably unconstitutional position.

Plaintiff should not be made to post security in order to obtain preliminary injunctive relief. Especially since the things Plaintiff seeks are things Defendant Glover

² Hygiene items are quite expensive in prison. Specifically: a bar of Dial Soap costs \$1.63; a stick of Speed Stick deodorant costs \$3.80; a tube of Colgate Tartar Control tooth paste costs \$2.87; a tooth brush costs \$0.94; a bottle of Apple Shampoo costs \$2.00; a bottle of Apple Conditioner costs \$2.35; a pack of 10 razors cost \$2.00; and, a bottle of Cocoa Butter lotion costs \$2.14. (See attached Exhibit I, ¶124).

³ Legal copies costs 10¢ a page, which can add up really quick. (See attached Exhibit I, ¶125). Especially when it is remembered that Plaintiff will likely have to mail one copy of all his trial exhibits to defense counsel (for stipulation about their authenticity/admissibility) and have three (3) copies of all his trial exhibits for the court. Plaintiff will also have to copy his proposed voir dire questions, objections/supplements to the Court's proposed preliminary/final instructions, and Plaintiff proposed final instructions.

and/or other prison doctors have determined are necessary for the Plaintiff, and that Wexford of Indiana, LLC, simply does not want to pay for.

IV. Conclusion:

For the foregoing reasons, the court should grant the Plaintiff a TRD and set this matter for a prompt evidentiary hearing on the preliminary injunction issue. The Plaintiff asks the Court to grant him all other relief the Court deems just, proper and equitable in the premises.

Respectfully submitted,

J. Allen R
Plaintiff, pro se.

Jeffrey Allen Rowe #116017
New Castle Corr. Facility
Post Office Box A
New Castle, IN 47362

CERTIFICATE OF SERVICE

I, Jeffrey Allen Rowe, certify that on December 16, 2019, I mailed an accurate copy of the foregoing and attached to opposing counsel.

J. Allen R
Affiant.

DECLARATION OF JEFFREY ROWE

1. I am Jeffrey Allen Rowe, IDOC # 116017, and I am an adult that is competent to testify to the matters herein. Currently, I am 37 years old.
2. The representations made herein are within my personal knowledge.
3. I am currently incarcerated at the New Castle Correctional Facility, and I have been there since before April, 2017.
4. I first started noticing a growth on my left testicle in 2016, but I did not report any pain or discomfort from it until April, 2017. I first started to feel or experience discomfort from my testicular growth in the last few days of March, 2017, or the first couple days of April, 2017. Slowly, but steadily, my discomfort increased in severity to become unbearable pain — forcing me to seek medical attention by way of my April 9th and 15th, 2017, medical requests.
5. When I seen nurse (LPN) Wigal on April 19, 2017, in response to my April 9th and 15th, 2017 medical requests, I told her that I have/had a pea-sized lump on my left testicle, which causes me excruciating pain everyday, and that that pain increases with movement.
6. On April 19, 2017, nurse Wigal gave me a box of "APAP Acetaminophen," which the box said is comparable to Tylenol. According to that box, there is 24 tablets of Acetaminophen in the box and it directs the patient to take 2 tablets every 4-6 hours as needed — meaning if the tablets are taken at the maximum dosage and frequency, set forth on the box, the last dose would be taken 48 hours after the first dose.
7. On May 4, 2017, Nurse Practitioner Glover gave or prescribed me Acetaminophen/Tylenol, but I can't remember how many days worth it was. But it,

and the Acetaminophen nurse Wigal gave me on April 19, 2017, did not help relieve my severe testicular pain.

8. I had an ultrasound done of my testicles on July 7, 2017, but I was not informed of the results of it until July 20, 2017.

9. When I seen NP Glover on July 20, 2017, he prescribed me Doxycyclene (an antibiotic), and gave me a box of APAP Acetaminophen for my painful epididymal head cyst. At that time, I specifically told him I had tried Acetaminophen/Tylenol on April 19, 2017, and May 4, 2017, and they didn't help with my chronic, severe testicular pain, but he refused to give me anything stronger/different than the box of APAP Acetaminophen. That box of APAP Acetaminophen didn't help relieve my severe testicular pain, and it only lasted me about 3 days.

10. Tramadol, at 50 m.g. twice daily, helped relieve my testicular pain—for the most part. But there were still times when I experienced severe pain; especially when my affected testicle would accidentally hit my leg or ~~got~~ squished between my legs. However, it worked much better than Tylenol, Naproxen, Prednisone, Meloxicam/Mobic and Doxycyclene. Additionally when I was put on Tramadol at 100 m.g. twice daily, by Dr. Bruce Ippel on January 31, 2018, and it lasted until about April 9, 2018, it worked even better than the 50 m.g. doses of it twice daily. That ~~doctor~~ was very effective at treating my chronic, severe testicular pain, and while it didn't completely eliminate my pain, it made it much more bearable—so much so, that I was much more able to do daily activities, like more frequently get out of bed, move around, walk longer distances, etc.

11. The prescription of Tramadol NP Glover gave me on August 9, 2017, was for 50 m.g., twice daily.

12. When I seen LPN Cassandra Brown on August 17,

2017, she gave me a box of APAP Acetaminophen and referred me to be seen by a provider. That box of Acetaminophen did not help relieve my chronic, severe testicular pain and it only lasted me about 3 days.

13. When I was seen by Dr. Bruce Ippel on October 2, 2017, that was the first provider visit I had after LPN Brown's referral of me to one on August 18, 2017. Thus, it took almost or roughly a month and a half for me to be seen in response to LPN Brown's August 18, 2017 referral.

14. When I seen Dr. Kenneth Robertson on December 5, 2017, he told me that he was referring/requesting that I be seen by a urologist for my painful epididymal head cyst. I don't remember when (possibly on May 31, 2018) Dr. Robertson, or another prison doctor told me that Dr. Robertson's referral/request was denied, by someone in Wexford of Indiana's regional office, in Indianapolis, Indiana.

15. I did not receive any Tramadol during the months of December, 2017, and January, 2018. And I didn't receive any other pain treatment during those months. But, within a couple (2-3 days) of Dr. Bruce Ippel prescribing me Tramadol (at 100 m.g. twice daily) on January 31, 2018, I started receiving Tramadol.

16. When I seen Dr. Neil Fisher on April 9, 2018, he discontinued ("D/C'd") the Tramadol Dr. Ippel prescribed me on January 31, 2018, telling me "Tramadol is a narcotic, and you will need to learn to live with your epididymal head cyst." He substituted it for Maloxicam/Mobic, which not only didn't help relieve my chronic, severe testicular pain, but it aggravated my severe, painful erosive esophagitis condition.

17. When I seen Dr. Mark Cabrera on July 12, 2018, he renewed a prescription of Maloxicam/Mobic for my severe testicular pain, even after I told

it previously didn't work/help with my testicular pain, and it aggravates my severe/chronic, painful erosive esophagitis condition. He also prescribed me Tylenol/Acetaminophen at that time, even though I told him it previously (on four different occasions at that point) didn't help with my testicular pain. But, he did tell me at that visit that he was going to refer/request that I be seen by a urologist for my painful epididymal head cyst. That Maloxicam/Mobic and Tylenol that Dr. Cabrera prescribed me at this visit did not help relieve my severe testicular pain, and the Maloxicam/Mobic did aggravate my severe erosive esophagitis condition.

18. On September 28, 2018, Dr. Cabrera told me that Dr. Cabrera's referral/request that I be seen by a urologist was denied "because your pain can be treated on-site." I said "it obviously can't be treated, since all you give me are medications that I've already been on, and that don't work, and even aggravate my severely painful acid reflux." Dr. Cabrera then told me that Tylenol, Naproxen, Mobic and Prednisone are all that they can prescribe me.

19. Since April 9, 2018, when I seen Dr. Fisher (who then put me on Maloxicam/Mobic, for the first time, to treat my severe testicular pain), I have not been put on effective, or even any medications that I have not previously been tried on to treat my severe testicular pain. I have not been seen by a urologist. And about two months ago, I was prescribed Naproxen (which Dr. Ippel prescribed back on October 2, 2017, and it didn't help with my severe testicular pain at that time), and I didn't receive any of the Naproxen from the about 2-month-old prescription until about December 14, 2019. That Naproxen has not helped relieve my severe testicular pain in the few days I've been taking it.

20. I am currently suffering excruciating pain

from my testicular cyst. On a scale from 1 (meaning no pain) and 10 (meaning the worst pain imaginable), my pain is a nearly constant 7-8. It can increase to an 8-10 with certain movements. My pain feels like what it feels like when and after getting kicked or hit in the testicles. Meaning, the pain is severe in the testicles, I feel pain/stomach ache in my stomach, and the pain shoots down my legs, all the way to my feet.

21. I currently have \$1,345.69 in my prison trust fund account.

22. I will need roughly \$500.00 to subpoena my non-Voluntary and non-prisoner witnesses, and to pay witness and mileage fees for them.

23. Under prison policy, a prisoner has to have less than \$15.00 in their prison trust fund account for 30 consecutive days to be deemed "indigent" by the prison. Non-indigent prisoners have to purchase their own hygiene, stationery (for letters, legal work, etc.), legal copies and legal postage. I know this from experience since I've been "indigent" multiple times in the past, and I've been in the past, and am currently non-indigent.

24. Prison hygiene items are quite expensive. Specifically: a bar of Dial soap costs \$1.63; a stick of Speed Stick deodorant costs \$3.80; a tube of Colgate Tarttar Control tooth paste costs \$2.87; a tooth brush costs \$0.94; a bottle of Apple Shampoo costs \$2.00; a bottle of Apple Conditioner costs \$2.35; a pack of 10 razors cost \$2.00; and, a bottle of Cocoa Butter Lotion costs \$2.14.

25. Legal copies cost 10¢ a page from the prison's law library. That can really add up quickly; especially when I have to make several copies of voluminous legal documents/motions/exhibits

26. I have no one I can trust to send \$500.00 to, to hold until right before the trial in this matter.

27. I affirm under penalty of perjury that the foregoing representations are true.

28. Further I saith not.

S. Alc R
Affiant.

EXECUTIVE DOCUMENT SUMMARY

Sales Form #1521 (R104-08)



RECEIVED

1. Please read the guidelines on the back of this form.
 2. Please type all information.
 3. Check all boxes that apply.
 4. For amendments or renewals
 5. Attach additional pages if necessary.

MASSACHUSETTS CONTRACTS

10

AGENCY INFORMATION		15. Registration Number:
14. Name of Agency/ Commission		
16. Address:	Department of Correction Central Office 302 WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204	
17. Name: Christina Rengle		
18. Telephone #: REDACTED		
19. Email Address: REDACTED	20. Name: REDACTED	
21. Telephone #: REDACTED		
COURIER INFORMATION		
20. Name: Nicholas Law	21. Name: REDACTED	
22. Basis: Attest:	REDACTED	
VENDOR INFORMATION		
23. Vendor ID #: 00000559	24. Name: WELCHER HEALTH SOURCES INC	
25. Address: 301 MANSFIELD AVE SUITE 205 PITTSBURGH, PA 15220	26. Telephone #: REDACTED	
27. Email address: DDC:ELD	28. Is the vendor registered with the Secretary of State? (Out of State Corporations, enter by registered) Yes _____ No _____	
29. Primary Vendor: MEMBER/Veteran Military: Yes X No X Veteran: Yes X No X H-2 Veteran: Yes X No X	30. Primary Vendor Percentages 65.9 %	
31. Sub Vendor: MEMBER/Veteran Military: Yes X No X Veteran: Yes X No X H-2 Veteran: Yes X No X	32. If yes, list to % 10.9 % 17.0 % 3.3 %	
32. To (month, day, year): 3/31/2020	33. Is there a "Termination for Convenience" clause in the contract? Yes _____ No _____	
33. Method of Service Selection: ____ Bid/Guidelines ____ Emergency X RFP 17/022 ____ Other (specify) _____	34. Will the selected documents involve data processing or telecommunications system Yes _____ No _____	
35. Statute Authority (Check applicable Indiana or Federal Code): IC 11-4-2-5	36. Justification of vendor selection and determination of vendor as most efficient for providing services. (Please give a brief description of the scope of work included in the agreement) This is a contract for the provider of comprehensive medical services to children of the Indiana Department of Correction. The DOC is highly responsible for the medical care of persons incarcerated in its facilities.	
37. Identification of vendor selected and determination of vendor as most efficient: The vendor was selected through the Office of Health Services procurement RFP 17-022.	38. Justification of vendor selected and determination of vendor as most efficient: This is a contract for the provider of comprehensive medical services to children of the Indiana Department of Correction. The DOC is highly responsible for the medical care of persons incarcerated in its facilities.	
39. If this contract is submitted late, please explain why. (Required if years less than 30 days late)	40. Agency/Office of responsible agent: ____	
	41. Date Approved: 3-3-17	42. Budget Agency Approved: <i>Dale J. O'Neil</i>
	43. Date Approved: 3-31-17	44. Agency representative receiving from AG: <i>Dale J. O'Neil</i>
	45. Date Approved: 3-31-17	46. Date Approved: 3-3-17

101813-000

Exhibit 2

PROFESSIONAL SERVICES CONTRACT

EDS # D25-7-8765-DOCTED

This Contract ("this Contract"), entered into by and between the Indiana Department of Correction (the "State") and Westford of Indiana, LLC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual understandings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

- A. The Contractor shall provide comprehensive medical services, including medical, dental, mental health, pharmacy, and addiction recovery services, to offenders at correctional facilities of the Indiana Department of Correction as stipulated in the State's Request for Proposals (RFP) 17-012, attached hereto and incorporated herein as Exhibit A. Contractor shall provide these services according to Contractor's response to RFP 17-012, attached hereto and incorporated herein as Exhibit B, subject to the terms stated herein.
- B. The minimum staffing levels for the Contract are set forth in Exhibit C, attached hereto and incorporated by reference. During the term of the Contract, the parties may mutually agree to adjust these staffing levels without amending the Contract, as long as the adjustments are approved in writing by a person or persons designated by the respective leadership of IDOC and Westford of Indiana, LLC to approve such changes on their behalf.
- C. To allow for implementation of services, there shall be a 180 day grace period for Contractor's obligation under the Contract to meet the State's Performance Measures; for Contractor's obligation to minimize backlogs including but not limited to, Sick Call, Screening, Chronic Care, and Dental; for Contractor's obligation to not exceed a 30% staff turnover ratio; and for Contractor's obligation to implement Telehealth, to the extent specified in Contractor's proposal.
- D. To allow for implementation of services, the requirement for Contractor to reimburse the IDOC for seat charges and technology fees pursuant to Section 2.4.57 of the RFP shall be waived for the first 180 days of the Contract.
- E. To allow for implementation of services, the staffing payback requirement shall be waived for the first 180 days of the Contract. The foregoing notwithstanding, if 85% of the FTBs's for staffing are not filled within the first 90 days of the Contract, or the Contractor does not have a candidate in the hiring process to meet 85% of the FTBs's, the IDOC shall review progress by Contractor toward meeting the 85% requirement, and if it determines Contractor has not made sufficient progress toward meeting the requirement, this waiver shall be rescinded at 90 days at the sole discretion of the IDOC. As an incentive, in the event the Contractor achieves a backlog of five or less for chronic care at every IDOC facility at any point during a contract year, the threshold for staffing paybacks shall be reduced from 95% to 92.5% for the remainder of that contract year. For purposes of this clause, the State's determination of the number of backlog shall be definitive.
- F. For purposes of staffing paybacks, by mutual agreement of the parties, a lower level position may temporarily cover for a higher level position (to be paid at lower position salary rates) when the substantive duties of the higher level position can be performed by a lower level position on a temporary basis. For example, the parties may mutually agree that an LPN could cover for an RN (if within licensure) or mid-levels for physicians on a temporary basis. Such agreement shall be on a

case by case basis shall be in writing, and approved by a person or persons designated by the respective leadership of IDOC and Westford of Indiana, LLC to approve such changes on their behalf.

- G. With respect to Section 2.4.52 of Exhibit B, at the end of each Contract year, any remaining monies placed in escrow by the Contractor for medical equipment to be used for facility expansion or expansion of services may, at the discretion of the State, be used to purchase medical equipment for any reason in lieu of being returned to the State. Equipment so purchased shall be the sole property of the State. The parties agree Telehealth implementation qualifies as an expansion of services sufficient to invoke the expenditure of escrow monies under this Section 2.4.52 of Exhibit B.
- H. In the event the pharmaceuticals for Hepatitis C treatment are purchased by the Contractor, savings produced by Contractor through obtaining 340B pricing for Hepatitis C treatment/pharmaceuticals shall inure to the Contractor through lower costs, and these savings shall be used by Contractor exclusively for Hepatitis C Treatment. The foregoing notwithstanding, in the event the State becomes responsible for the cost of Hepatitis C treatment over \$1.5 million as set forth in Section 2.4.27 of Exhibit B, the savings due to 340B pricing shall inure to the State through lower costs. In the event Contractor obtains 340B pricing for any other treatment, the savings shall inure to the Contractor through lower costs.
- I. In the event any of the following changes materially affects the cost to Westford of providing healthcare services, the parties agree to meet to negotiate appropriate compensation: (1) expansion of new or like services, (2) increased requirements due to an IDOC policy change that impacts services delivery, (3) a request for services that were not specified in the State's RFP or Contractor's RFP proposal, (4) advancement in medicines or medical treatment, and (5) changes required by Court order or new legislation. The parties agree to meet and negotiate in good faith, within 30 days following the giving of notice to the other party of the change (whether the change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the aforesaid 30 day period, then either party may refer this matter to the Indiana Department of Administration under Clause #16 of the Contract as a dispute. If its the matter is not resolved by the Indiana Department or Administration to the satisfaction of either party, either party terminate this Contract with 60 days' notice.
- J. The parties do not intend to create in any other individual entity, inmate or patient, the status of third party beneficiary, and this Contract shall not be construed as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of such parties. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations hereunder. The parties intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of or for damages or relief under this Contract.
- K. The State agrees to allow the Contractor to invoice the State on a weekly basis. Population reports for each week shall be provided by the State to Contractor and these reports shall be used in calculating the invoice amount subject to the adjustments set forth in the Contract. Contractor's weekly invoices shall be paid Net 10 days. Invoices for county claims shall be submitted by the Contractor on a monthly basis and will be paid Net 35 days.

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2. Consideration.

A. The Contractor shall be paid a per diem rate of \$10.34 for the first year, \$10.65 for the second year, and \$10.97 for the third year, for performing the duties set forth above. This rate shall be inclusive of all services set forth in the Contract subject to the limitations set forth therein.

B. The per diem rate shall be subject to the following adjustments: In the event the actual population of offenders in IDOC facilities exceeds 26,500, the State will pay Contractor an adjustment equal to the difference between the actual population and 26,500 multiplied by 43% of the per diem. In the event the actual population of offenders in IDOC facilities is below 26,500, Contractor will pay the State an adjustment equal to the difference between the actual population and 26,500 multiplied by the 43% of the per diem.

C. In addition to the staffing adjustment set forth above (as applicable), Contractor shall reimburse the IDOC for technology charges (seat charges), contract monitoring costs, staffing deficiency paybacks (as applicable), costs for failure to meet performance measures (as applicable), and costs for failure to maintain minimum backlog (as applicable) as specified in its Contract. These reimbursements shall be reconciled by the Contractor and paid to the IDOC on a quarterly basis.

- For the first year, the total remuneration to Contractor shall not exceed \$99,991,383.
- For the second year, the total remuneration to Contractor shall not exceed \$102,991,125.
- For the third year, the total remuneration to Contractor shall not exceed \$105,080,838.

D. Total remuneration under this Contract shall not exceed \$209,063,366.

3. Term. This Contract shall be effective for a period of 36 months. It shall commence on April 1, 2017 and shall remain in effect through March 31, 2020. This Contract for a period of not more than 3 years. For any mutual agreement of the parties, with each renewal being for a period of not more than 3 years. For any renewal, the per diem rate may be adjusted to account for inflation based on the 12 month percent change in the Department of Labor's Consumer Price Index- All Urban Consumers, U.S. City Average, Not Seasonally Adjusted. (CPI-U) for Medical.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assigns to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or

may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "Subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall undergo a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor. The signature for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval, and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations therunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

R. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (DOA) following the procedures for disputes outlined herein. A determination by DOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17.5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22.3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Registration of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and

regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information furnished, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(f), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the costs of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue one. The Contractor agrees to:

- 1. Furnish phase-in training; and
- 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

- 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
- 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personal records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the changes, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means

an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recourse, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues; (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and/or further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unilateral nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C, relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11, in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debilitation of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swearing or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.101), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart B regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits, including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractors; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any person, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance and Performance Bond and Assurance

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.

5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

6. Contractor shall secure, present and maintain an \$8.33 million performance bond for each year of the initial three-year contract term, which bond shall be presented on or before April 1st of each of the initial three (3) year term. As required by the State for this contract, Contractor shall also secure, present and maintain a three-year (3) Letter of Financial Responsibility Guarantee from Wexford Health Sources, Inc. covering the initial term of the contract. See Exhibit D.

7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s). REMOVED BY AGREEMENT OF THE PARTIES

29. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an

applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance. Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES UTILIZATION DATE	PACENT
WBB	814-629-6624	Boswell Prescription Center	Pharmaceuticals	April 1, 2017 10.00%
WBB	217-477-1490	Chardonney Dialysis	Dialysis	April 1, 2017 1.06%
WBB	317-810-9133	RepuCare, Inc.	Recruiting/Lab	April 1, 2017 5.95%
MBB	317-920-4900	Indiana Minority Health Coal.	Staffing	April 1, 2017 4.36%
MBB	317-293-1700	Pharmarek, Inc.	Pharmaceuticals	April 1, 2017 6.50%

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payment shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Robert B. Carter, Commissioner
Indiana Department of Correction
302 E. Washington St., Room E334
Indianapolis, Indiana 46224

B. Notices to the Contractor shall be sent to:

Richard Dull, Vice President of Operations
Wexford of Indiana LLC
9152 Kent Avenue
Indianapolis IN 46216

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) attachments prepared by the State; (3) RFP# 17-012; (4) Contractor's response to RFP# 17-012, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained

from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. REMOVED BY AGREEMENT OF THE PARTIES.

37. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17.5, IC §34-54-8, IC §4-13-1 and IC § 34-52-2.3.

Notwithstanding the provisions contained in IC §5-17.5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17.4. The term of the renewed contract may not be longer than the term of the original Contract.

41. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. This Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. **Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. **Indiana Veteran's Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VIN	PHONE	COMPANY NAME	SCOPE OF PRODUCTS AND SERVICES	INITIALIZATION DATE	PERCENT
IVBE	317-508-5927	After Action Medical and Dental Medical Supplies	April 1, 2017	1.50%	
IVBE	317-723-3512	Professional Management Enterprises Staffing	April 1, 2017	1.72%	

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. **Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2016 OAG/DOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- Clause #27, modified to include Performance Bond and Assurances.
- Clause #28, Key Persons, has been removed by agreement of the Parties.
- Clause #36, Payments, has been modified to remove Subpart B.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-4, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Westward Indiana LLC
By: Daniel L. Conn
Daniel L. Conn, President & CEO
Name and Title, Printed _____
Date: March 24, 2017

Approved by:
Indiana Department of Administration
By: Jessica Robertson
Jessica Robertson, Commissioner
(for)
Date: 3/24/17

APPROVED as to Form and Legality:
Office of the Attorney General
By: Curtis T. Hill, Jr.
Curtis T. Hill, Jr., Attorney General
(for)
Date: 3/24/17

Approved by:
Indiana Department of Budget Agency
By: Robert D. Carter
Robert D. Carter, Commissioner
(for)
Date: 3/31/17

Approved by:
Indiana Office of Technology
NOT APPLICABLE
By: Dewand Neely
Dewand Neely, Chief Information Officer
(for)
Date: _____



State of Indiana

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

PATIENT: JEFFRY ROWE
 DATE OF BIRTH: 03/15/1982
 DOC#: 116017
 DATE: 12/05/2017 08:09 AM
 VISIT TYPE: Provider Visit

Established patient

History of Present Illness:

1. testicular pain: I have reviewed Dr. Ippel's notes and the course to the present. He remains in pain and he has completed the antibiotics and medications that have been recommended. He has had imaging that showed multiple cysts.
2. Elevated Alt and Ast most recently. 2012 labs are normal for hepatic chemistries.

	ALT	AST
4/16/2013:	165	453
1/13/2016:	62	35

PROBLEM LIST:

Problem Description	Onset Date	Chronic	Clinical Status	Notes
Conductive hearing loss	07/16/2009	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was Conductive hearing loss, unspecified, 389.00, added by Douglas W. Jones, LMHC, with responsible provider . Onset date 07/16/2009; Axis III; See Physician's Note from 07-16-2009..
Schizoaffective disorder	09/26/2016	Y		
Gastroesophageal reflux disease	06/10/2015	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was GERD, 530.81, added by Michael Rowley, MD, with responsible provider Michael Rowley. Onset date 06/10/2015.

Problem List (not yet mapped to SNOMED-CT®):

ROWE, JEFFRY 116017 03/15/1982 12/05/2017 08:09 AM 1/3

Exhibit 3

Problem Description	Onset Date	Notes
Unspecified drug dependence	09/15/2008	History of Substance Abuse.
Schizoaffective disorder	05/22/2013	

Allergies

Ingredient	Reaction	Medication Name	Comment
NO KNOWN DRUG ALLERGIES			
NO KNOWN DRUG ALLERGIES			

Vital Signs

Height

Time	ft	in	cm	Last Measured	Height Position
4:00 PM	6.0	0.0	0.0	09/23/2014	0

Weight/BSA/BMI

Time	lb	oz	kg	Context	BMI kg/m2	BSA m2
4:00 PM	256.0		116.120	dressed with shoes	34.72	

Blood Pressure

Time	BP mm/Hg	Position	Side	Site	Method	Cuff Size
4:00 PM	134/86	sitting	right	arm	manual	adult

Temperature/Pulse/Respiration

Time	Temp F	Temp C	Temp Site	Pulse/min	Pattern	Resp/min
4:00 PM	98.40	36.9	oral	100	regular	16

Pulse Oximetry/FIO2

Time	Pulse Ox (Rest %)	Pulse Ox (Amb %)	O2 Sat	O2 L/Min	Timing	FIO2 %	L/min	Delivery Method	Finger Probe
4:00 PM	97								

Measured By

Time	Measured by
4:00 PM	Judy K. Swain, MA

Ofd: uncomfortable with epididymal cystic mass.

Chest: clear

Cor: RSR no murmur.

Medications (Added, Continued or Stopped this visit)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
11/09/2017	perphenazine 2 mg tablet	2 mg po qhs	N			05/13/2018
11/16/2017	Prilosec 20 mg capsule,delayed release	Take one capsule by mouth daily in the morning	N	GERD		02/13/2018
12/05/2017	tramadol 50 mg	take 1 tablet by oral route	N			01/05/2018

ROWE, JEFFRY 116017 03/15/1982 12/05/2017 08:09 AM 2/3

60

tablet	every 6 hours as needed				
08/09/2017 Zantac 300 mg tablet	take 1 tablet by oral route	N	GERD		02/04/2018
tablet	every day at bedtime				
10/03/2017 Zoloft 50 mg tablet	take 1 tablet by oral route	N		ok to send per 03/01/2018	
	every day			NP	

Provider:

Robertson, Kenneth 12/05/2017 4:41 PM

Document generated by: Kenneth Robertson, MD 12/05/2017 04:41 PM

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

CONSULTATION

SITE: NCF

COMPLETED BY: Kenneth Robertson, MD 12/05/2017 8:09 AM



State of Indiana

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

PATIENT: JEFFRY ROWE
DATE OF BIRTH: 03/15/1982
DOC #: 116017
DATE: 12/05/2017 8:09 AM
VISIT TYPE: Provider Visit

Reference #:

Date of Request: 12/05/2017 8:09 AM

For security reasons, inmates must NOT be informed of date, time or location of proposed treatment or possible hospitalization. Authorization and payment is provided ONLY for requested procedures or treatments of life-threatening conditions. Prior review/discussion with Medical Director is required for additional treatment, procedures and hospitalizations.

Site: 6464

Date of Outpatient Request: 12/05/2017

Date of Incarceration: 05/21/2010

Responsible Party:

Service Type:

Multiple Visit Tx:

Procedure/Test Requested: urology eval and rx.

Specialty Service Requested: Urology

Site Medical Provider: K. Robertson, MD Date: 12/05/2017

Site Medical Director: B. Ippel, MD Date: 12/05/2017

Exhibit 4

CONSULTATION**SITE: NCF****COMPLETED BY: Kenneth Robertson, MD 12/05/2017 8:09 AM****Signs & Symptoms:****Date of Onset:** 04/01/2017

Left Epididymal Cyst with pain not responding to conservative management. Ultra sound with multiple cysts.

Failed Outpatient Therapies:

antibiotic, nsails, prednisone.

Enrolled in Chronic Care Clinic(s)?

Clinic	Enroll Date	Last Visit	Disenroll Date	Disenroll Reason
GERD	05/04/2017			
Other	05/02/2017	08/09/2017		

Medications (Added, Continued or Stopped today)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
11/09/2017	perphenazine 2 mg tablet	2 mg po qhs	N			05/13/2018
11/16/2017	Prilosec 20 mg capsule,delayed release	Take one capsule by mouth daily in the morning	N	GERD		02/13/2018
08/09/2017	Zantac 300 mg tablet	take 1 tablet by oral route every day at bedtime	N	GERD		02/04/2018
10/03/2017	Zoloft 50 mg tablet	take 1 tablet by oral route every day	N		ok to send per 03/01/2018 NP	

Site Medical Provider: Kenneth Robertson MD

12/05/2017

Copy this form and paste in an email and send form to designated reviewer**(For UM use only)****Criteria Source: M & R****Interqual****Other****Criteria met: Yes****No****Deferred****Reviewer comments:**

CONSULTATION

SITE: NCF

COMPLETED BY: Kenneth Robertson, MD 12/05/2017 8:09 AM

Recommendation for visit appointment:

Visits:

UM Review #:

Reviewer Name:

Date Reviewed:

Note: Notify physician or midlevel practitioner immediately if unable to obtain appointment within 4 weeks. If service is not completed within 4 weeks, have patient re-evaluated by physician or midlevel practitioner to determine if service is still necessary and appropriate.



State of Indiana

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

NON-FORMULARY DRUG TRACKING FORM

FAX #: 1-888-629-7644

Offender Name: ROWE, JEFFRY

DOC#: 116017

Institution: NCF

AGE: 35

Review Institution for accuracy before completing this request. If it is incorrect, replace with the correct patient location. This is the location to which meds will be sent.

Past Medical History

Allergies:

NO KNOWN DRUG ALLERGIES

NO KNOWN DRUG ALLERGIES

If PROFILE ONLY check Yes (Medication will not be sent)

1. Drug: Tramadol 50 mg Sig: i q6h Number of Days: 90 Refill: Yes No

2. Drug: Sig: Number of Days: Refill: Yes No

3. Drug: Sig: Number of Days: Refill: Yes No

Note: Maximum of 90 day stop date on all non-formulary drugs.

Why must this drug be used instead of one included on the formulary? On going pain. Awaiting referral to Urology.

What formulary drugs have been tried? What was the outcome? He is on psychotropics. He has ongoing pain in his cystic epididymal changes.

Ordering Physician: Kenneth Robertson MD Date: 12/20/2017 10:16 AM

Ordering Physician Phone #: _____

DEA# _____ This form generated by: Kenneth Robertson, MD

Note: If it is imperative the medication be started ASAP, call the pharmacist directly, in advance of sending this form. 1-888-688-3288

Please note: Non-formulary drugs may not be kept as stock medication. Therefore, if a medication must be initiated immediately, please obtain medications from the back-up pharmacy until the medication is received from Boswell Pharmacy Services.

Observations/Comments for Provider Feedback:

Exhibit 5

Request additional information

Suggest consideration of alternates or other therapy:

THIS FORM IS FOR TRACKING, INFORMATIONAL AND FEEDBACK PURPOSES ONLY. IT IS NEITHER INTENDED, NOR SHOULD IT BE CONSTRUED, AS AN APPROVAL/DENIAL FORM. THE TREATING PHYSICIAN MUST MAKE ALL MEDICAL DECISIONS BASED UPON THE INDIVIDUAL PATIENT'S MEDICAL CONDITION AND HISTORY, AND THE PHYSICIAN'S PROFESSIONAL JUDGMENT, EDUCATIONAL EXPERIENCE, AND PROFESSIONAL CONSULTATIONS, IF APPLICABLE.

Provider: Kenneth Robertson MD

Document Generated By: Kenneth Robertson, MD 12/20/2017 10:16 AM

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

**State of Indiana**

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204**Facility: NCF**

PATIENT: JEFFRY ROWE
 DATE OF BIRTH: 03/15/1982
 DOC#: 116017
 DATE: 12/26/2017 08:42 AM
 VISIT TYPE: Provider Visit

Established patient

History of Present Illness:

1. testicular pain

PROBLEM LIST:

Problem Description	Onset Date	Chronic	Clinical Status	Notes
Conductive hearing loss	07/16/2009	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was Conductive hearing loss, unspecified, 389.00, added by Douglas W. Jones, LMHC, with responsible provider . Onset date 07/16/2009; Axis III; See Physician's Note from 07-16-2009..
Schizoaffective disorder	09/26/2016	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was GERD, 530.81, added by Michael Rowley, MD, with responsible provider Michael Rowley. Onset date 06/10/2015.
Gastroesophageal reflux disease	06/10/2015	Y		

Problem List (not yet mapped to SNOMED-CT®):

Problem Description	Onset Date	Notes
Unspecified drug dependence	09/15/2008	History of Substance Abuse.
Schizoaffective disorder	05/22/2013	

Allergies

Ingredient

Reaction

Medication Name

Comment

ROWE, JEFFRY 116017 03/15/1982 12/26/2017 08:42 AM 1/3

Exhibit 5

NO KNOWN DRUG ALLERGIES
NO KNOWN DRUG ALLERGIES

Vital Signs

Height

Time	ft	in	cm	Last Measured	Height Position
1:52 PM	6.0	0.0	0.0	09/23/2014	0

Weight/BSA/BMI

Time	lb	oz	kg	Context	BMI kg/m ²	BSA m ²
1:52 PM	260.0		117.934	dressed with shoes	35.26	

Blood Pressure

Time	BP mm/Hg	Position	Side	Site	Method	Cuff Size
1:52 PM	122/88	sitting	right	arm	manual	adult

Temperature/Pulse/Respiration

Time	Temp F	Temp C	Temp Site	Pulse/min	Pattern	Resp/ min
1:52 PM	98.30	36.8	oral	87	regular	16

Pulse Oximetry/FIO2

Time	Pulse Ox (Rest %)	Pulse Ox (Amb %)	O2 Sat	O2 L/MIN	Timing	FIO2 %	L/min	Delivery Method	Finger Probe
1:52 PM	98								

Measured By

Time	Measured by
1:52 PM	Alexander Pleszynski-PlatzMD

Suicide Risk Screening

Medications (Added, Continued or Stopped this visit)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
11/09/2017	perphenazine 2 mg tablet	2 mg po qhs	N			05/13/2018
11/16/2017	Prilosec 20 mg capsule,delayed release	Take one capsule by mouth daily in the morning	N	GERD		02/13/2018
08/09/2017	Zantac 300 mg tablet	take 1 tablet by oral route every day at bedtime	N	GERD		02/04/2018
12/10/2017	Zoloft 25 mg tablet	take 1 tablet by oral route every day	N			06/01/2018
10/03/2017	Zoloft 50 mg tablet	take 1 tablet by oral route every day	N		ok to send per NP	03/01/2018

Provider:

Pleszynski-Platz, Alexander 12/26/2017 1:53 PM

Document generated by: Alexander Pleszynski-PlatzMD 12/26/2017 01:53 PM

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204



State of Indiana

Division of Medical and Clinical Healthcare Services

Department of Correction

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF
NON-FORMULARY DRUG TRACKING FORM
FAX #: 1-888-629-7644

Offender Name: ROWE, JEFFRY

DOC#: 116017

Institution: NCF

AGE: 35

Review Institution for accuracy before completing this request. If it is incorrect, replace with the correct patient location. This is the location to which meds will be sent.

Past Medical History

Testicular pain. Awaiting referral to Urology.

Allergies:

NO KNOWN DRUG ALLERGIES

NO KNOWN DRUG ALLERGIES

If PROFILE ONLY check Yes (Medication will not be sent)

1. Drug: Tramadol 50 MG tab Sig: 2 tabs po bid Number of Days: 90 Refill: Yes No
2. Drug: Sig: Number of Days: Refill: Yes No
3. Drug: Sig: Number of Days: Refill: Yes No

Note: Maximum of 90 day stop date on all non-formulary drugs.

Why must this drug be used instead of one included on the formulary?

What formulary drugs have been tried? What was the outcome?

Ordering Physician: Kenneth Robertson MD Date: 01/02/2018 7:34 AM

Ordering Physician Phone #: _____

DEA#

This form generated by: Gay A. Mullins, LPN

Note: If it is imperative the medication be started ASAP, call the pharmacist directly, in advance of sending this form. 1-888-688-3288

Please note: Non-formulary drugs may not be kept as stock medication. Therefore, if a medication must be initiated immediately, please obtain medications from the back-up pharmacy until the medication is received from Boswell Pharmacy Services.

Observations/Comments for Provider Feedback:

Exhibit 7

Reviewer concurs with prescription

Request additional information

Suggest consideration of alternates or other therapy:

THIS FORM IS FOR TRACKING, INFORMATIONAL AND FEEDBACK PURPOSES ONLY. IT IS NEITHER INTENDED, NOR SHOULD IT BE CONSTRUED, AS AN APPROVAL/DENIAL FORM. THE TREATING PHYSICIAN MUST MAKE ALL MEDICAL DECISIONS BASED UPON THE INDIVIDUAL PATIENT'S MEDICAL CONDITION AND HISTORY, AND THE PHYSICIAN'S PROFESSIONAL JUDGMENT, EDUCATIONAL EXPERIENCE, AND PROFESSIONAL CONSULTATIONS, IF APPLICABLE.

Provider: Kenneth Robertson MD

Document Generated By: Gay A. Mullins, LPN 01/02/2018 7:34 AM

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204



State of Indiana

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

PATIENT: JEFFRY ROWE
 DATE OF BIRTH: 03/15/1982
 DOC#: 116017
 DATE: 04/09/2018 08:16 AM
 VISIT TYPE: Chronic Care Visit

Established patient

The following conditions were addressed during this chronic care visit:

Other

History of Present Illness:

1. Epididymal cyst

The symptoms are reported as being mild. The symptoms occur randomly. Aggravating factors include movement. Relieving factors include rest. He states the symptoms are chronic. Patient with a 1 year history of epididymal cyst on left. He had 2 ultrasounds of area and there has been no change. Patient has received a scrotal support.

2. GERD

Additional information: GERD is not relieved by Pepcid - Prilosec helps consistently - He has tried lifestyle changes without success. Patient had an EGD and was told by GI that a PPI would help.

PROBLEM LIST:

Problem Description	Onset Date	Chronic	Clinical Status	Notes
Conductive hearing loss	07/16/2009	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was Conductive hearing loss, unspecified, 389.00, added by Douglas W. Jones, LMHC, with responsible provider . Onset date 07/16/2009; Axis III; See Physician's Note from 07-16-2009..
Schizoaffective disorder	09/26/2016	Y		
Gastroesophageal reflux disease	06/10/2015	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was GERD, 530.81, added by Michael Rowley, MD, with responsible provider Michael

Problem List (not yet mapped to SNOMED-CT®):

Problem Description	Onset Date	Notes
Unspecified drug dependence	09/15/2008	History of Substance Abuse.
Schizoaffective disorder	05/22/2013	

Allergies

Ingredient	Reaction	Medication Name	Comment
No known allergies			
NO KNOWN DRUG ALLERGIES			
NO KNOWN DRUG ALLERGIES			

Vital Signs

Weight/BSA/BMI

Time	Ib	oz	kg	Context	BMI kg/m2	BSA m2
4:44 PM	268.0		121.563			

Blood Pressure

Time	BP mm/Hg	Position	Side	Site	Method	Cuff Size
4:44 PM	119/80					

Temperature/Pulse/Respiration

Time	Temp F	Temp C	Temp Site	Pulse/min	Pattern	Resp/min
4:44 PM	97.30	36.3		93		18

Pulse Oximetry/FIO2

Time	Pulse Ox (Rest %)	Pulse Ox (Amb %)	O2 Sat	O2 L/Min	Timing	FIO2 %	L/min	Delivery Method	Finger Probe
4:44 PM	98								

Measured By

Time	Measured by
4:44 PM	Neil Fisher, MD

Physical Exam

Exam	Findings	Details
Abdomen	Normal	Inspection - Normal. No abdominal tenderness. No hepatic enlargement. No spleen enlargement.
Genitourinary	Comments	Small supra-testicular mass in left side with TTP. Also above the cyst nis a varicocele with discomfort to palpation.
Genitourinary	Normal	Scrotum - Normal. Testes - Normal.

Suicide Risk Screening

Completed Orders (this encounter)

Order	Details	Reason	Side	Interpretation	Result	Initial Treatment	Region
ROWE, JEFFRY	116017 03/15/1982	04/09/2018 08:16 AM	2/3				

Date

04/09/2018

Patient education provided and patient voiced understanding

Assessment/Plan

#	Detail Type	Description
1.	Assessment	Benign epididymal neoplasm (222.3).

Medications (Added, Continued or Stopped this visit)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
03/28/2018	meloxicam 15 mg tablet	take 1 tablet by oral route every day	N			09/28/2018
03/28/2018	omeprazole 20 mg capsule,delayed release	take 1 capsule by oral route every day 30 minutes to 1 hour before a meal	N			06/25/2018
11/09/2017	perphenazine 2 mg tablet	2 mg po qhs	N			05/13/2018
02/19/2018	Zoloft 25 mg tablet	take 1 tablet by oral route every day	N			08/11/2018
02/19/2018	Zoloft 50 mg tablet	take 1 tablet by oral route every day	N		ok to send per NP	09/12/2018

Provider:

Fisher, Neil 04/09/2018 4:55 PM

Document generated by: Neil Fisher, MD 04/09/2018 04:54 PM

Education	Date Provided	Provided By
Patient education provided and patient voiced understanding	04/09/2018	Neil Fisher, MD

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204



State of Indiana

Department of Correction

Division of Medical and Clinical Health Care Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

PATIENT: JEFFRY ROWE
 DATE OF BIRTH: 03/15/1982
 DOC#: 116017
 DATE: 05/31/2018 08:10 AM
 VISIT TYPE: Provider Visit

Established patient

History of Present Illness:

1. Testicular cyst: Left testicle. The testicle is a source of ongoing pain. He complains that he has pain in his left testicle. He reports that he received a "medium sized" supporter. It is uncomfortable. He is an "Extra Large" man and should have an "Extra Large Supporter." "Cyst on his testicle": I have reviewed the 2nd US (2/13/2018) that is read as "similar" to the US of (7/17/2017). The first U/S felt there was not a significant problem enough to measure it with more dimensions than "12 mm diameter". The interpretation is that it is "similar."

The clinical problem is the perception of pain in an unremarkable testicle per U/S. He is requesting follow up with Urology. There doesn't appear to be pathology on the U/S.

2. GERD: He reports having an EGD that showed Reflux around 2013/2014. He had been on Prilosec that was D/C'd and replaced with Pepcid 40 mg. He reports having had blood in his reflux. He still has reflux of stomach content but no blood. Mobic seemed to have bothered his GERD and he is no longer taking it. It is D/C'd.

PROBLEM LIST:

Problem Description	Onset Date	Chronic	Clinical Status	Notes
Conductive hearing loss	07/16/2009	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was Conductive hearing loss, unspecified, 389.00, added by Douglas W. Jones, LMHC, with responsible provider . Onset date 07/16/2009; Axis III; See Physician's Note from 07-16-2009..
Schizoaffective disorder	09/26/2016	Y		
Gastroesophageal reflux disease	06/10/2015	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was GERD, 530.81, added by Michael Rowley, MD, with responsible provider Michael

ROWE, JEFFRY 116017 03/15/1982 05/31/2018 08:10 AM 1/3

Exhibit 9

Problem List (not yet mapped to SNOMED-CT®):

Problem Description	Onset Date	Notes
Unspecified drug dependence	09/15/2008	History of Substance Abuse.
Schizoaffective disorder	05/22/2013	

Allergies

Ingredient	Reaction	Medication Name	Comment
No known allergies			
NO KNOWN DRUG ALLERGIES			
NO KNOWN DRUG ALLERGIES			

Vital Signs

Height

Time	ft	in	cm	Last Measured	Height Position
1:53 PM	6.0	0.0	182.9	09/23/2014	0

Weight/BSA/BMI

Time	lb	oz	kg	Context	BMI kg/m2	BSA m2
1:53 PM	260.0		117.934	dressed with shoes	35.25	

Blood Pressure

Time	BP mm/Hg	Position	Side	Site	Method	Cuff Size
1:53 PM	122/82	sitting	right	arm	manual	adult

Temperature/Pulse/Respiration

Time	Temp F	Temp C	Temp Site	Pulse/min	Pattern	Resp/ min
1:53 PM	98.50	36.9	oral	93	regular	18

Pulse Oximetry/FIO2

Time	Pulse Ox (Rest %)	Pulse Ox (Amb %)	O2 Sat	O2 L/Min	Timing	FIO2 %	L/min	Delivery Method	Finger Probe
1:53 PM	98								

Measured By

Time	Measured by
1:53 PM	Judy K. Swain, MA

Suicide Risk Screening

Medications (Added, Continued or Stopped this visit)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
03/28/2018	meloxicam 15 mg tablet	take 1 tablet by oral route every day	N			09/28/2018

ROWE, JEFFRY 116017 03/15/1982 05/31/2018 08:10 AM 2/3

Provider:

Robertson, Kenneth 05/31/2018 6:19 PM

Document generated by: Kenneth Robertson, MD 05/31/2018 06:19 PM

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204



State of Indiana

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

PATIENT: JEFFRY ROWE
 DATE OF BIRTH: 03/15/1982
 DOC#: 116017
 DATE: 07/12/2018 07:29 AM
 VISIT TYPE: Provider Visit

Established patient

History of Present Illness:

1. Testicular syst:

Cyst has been there for years. Pt states ultram makes it feel better. Denies penile discharge, rash, or constitutional sx.

A/P: Chronic testicular cyst. Rx: mobic and tylenol. OPR for urology. Will f/u.

PROBLEM LIST:

Problem Description	Onset Date	Chronic	Clinical Status	Notes
Conductive hearing loss	07/16/2009	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was Conductive hearing loss, unspecified, 389.00, added by Douglas W. Jones, LMHC, with responsible provider . Onset date 07/16/2009; Axis III; See Physician's Note from 07-16-2009..
Schizoaffective disorder	09/26/2016	Y		
Gastroesophageal reflux disease	06/10/2015	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was GERD, 530.81, added by Michael Rowley, MD, with responsible provider Michael Rowley. Onset date 06/10/2015.

Problem List (not yet mapped to SNOMED-CT®):

Problem Description	Onset Date	Notes
Unspecified drug dependence	09/15/2008	History of Substance Abuse.
Schizoaffective disorder	05/22/2013	

ROWE, JEFFRY 116017 03/15/1982 07/12/2018 07:29 AM 1/3

Exhibit 10

Allergies

Ingredient	Reaction	Medication Name	Comment
No known allergies			
NO KNOWN DRUG ALLERGIES			
NO KNOWN DRUG ALLERGIES			

Review of Systems

System	Neg/Pos	Details
Constitutional	Negative	Chills, fever and night sweats.
Respiratory	Negative	Dyspnea.
Cardio	Negative	Chest pain.
GU	Negative	Dysuria and hematuria.
Integumentary	Negative	Rash.
Reproductive	Negative	Genital lesions.

Vital Signs

Height

Time	ft	in	cm	Last Measured	Height Position
3:29 PM	6.0	0.0	182.9	09/23/2014	0

Weight/BSA/BMI

Time	lb	oz	kg	Context	BMI kg/m2	BSA m2
3:29 PM	250.0		113.398	dressed with shoes	33.90	

Blood Pressure

Time	BP mm/Hg	Position	Side	Site	Method	Cuff Size
3:29 PM	132/82	sitting	right	arm	manual	adult

Temperature/Pulse/Respiration

Time	Temp F	Temp C	Temp Site	Pulse/min	Pattern	Resp/min
3:29 PM	98.30	36.8	oral	96	regular	16

Pulse Oximetry/FIO2

Time	Pulse Ox (Rest %)	Pulse Ox (Amb %)	O2 Sat	O2 L/Min	Timing	FIO2 %	L/min	Delivery Method	Finger Probe
3:29 PM	98								

Measured By

Time	Measured by
3:29 PM	Judy K. Swain, MA

Physical Exam

Exam	Findings	Details
General Exam	Comments	Ambulates well, VSS. Testicular exam deferred, pt denies worsening of cyst, cyst seen last exam c Dr. Ippel.
Constitutional	Normal	Well developed.
Respiratory	Normal	Auscultation - Normal. Effort - Normal.

ROWE, JEFFRY 116017 03/15/1982 07/12/2018 07:29 AM 2/3

Abdomen	Normal	Inspection - Normal. No abdominal tenderness. No hepatic enlargement. No spleen enlargement. No hernia.
Extremity	Normal	No edema.
Psychiatric	Normal	Appropriate mood and affect.

Suicide Risk Screening**Assessment/Plan**

#	Detail Type	Description
1.	Assessment	Testicular mass (608.89).

Medications (Added, Continued or Stopped this visit)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
07/13/2018	Mobic 15 mg tablet	take 1 tablet by oral route every day	N			08/31/2018
07/13/2018	Tylenol Extra Strength 500 mg tablet	take 2 tablet by oral route every 4 - 6 hours as needed not to exceed 8 tablets per 24hrs	N			11/30/2018
04/12/2018	Zoloft 100 mg tablet	take 1 tablet by oral route every day	N			10/08/2018

Provider:

Cabrera, Mark A 07/13/2018 8:41 AM

Document generated by: Mark A. Cabrera, DO 07/13/2018 08:41 AM

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

CONSULTATION

SITE: NCF

COMPLETED BY: Mark A. Cabrera, DO 08/15/2018 7:56 AM



State of Indiana

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204

Facility: NCF

PATIENT: JEFFRY ROWE
DATE OF BIRTH: 03/15/1982
DOC #: 116017
DATE: 08/15/2018 7:56 AM
VISIT TYPE: Provider Visit

Off-site

Reference #:

Date of Request: 08/15/2018 7:56 AM

Cost Center: 0110

For security reasons, inmates must NOT be informed of date, time or location of proposed treatment or possible hospitalization. Authorization and payment is provided ONLY for requested procedures or treatments of life-threatening conditions. Prior review/discussion with Medical Director is required for additional treatment, procedures and hospitalizations.

Site: NCF

Date of Outpatient Request: 08/16/2018

Date of Incarceration: 05/21/2010

Phone: 7655930111

Fax: 7655936790

Responsible Party: Wexford

Service Type:

Multiple Visit Tx:

Specialty Service Requested: Urology

Site Medical Provider: Mark Cabrera, DO **Date:** 08/16/2018

Exhibit 11

CONSULTATION

SITE: NCF

COMPLETED BY: Mark A. Cabrera, DO 08/15/2018 7:56 AM

Site Medical Director: Bruce Ippel, MD Date: 08/16/2018

Exam Data/Objective Findings: L epididymal cyst. Confirmed via US, benign.

Presumed Diagnosis:

Assessment/Plan

#	Detail Type	Description
1.	Assessment	Benign epididymal neoplasm (222.3).

Signs & Symptoms:

Date of Onset:

Pt is in constant pain. Denies other pertinent genitourinary sx including rash, hematuria or unusual discharge. Has not changed in size.

Lab & Xray Data

US indicates benign epididymal cyst.

Failed Outpatient Therapies:

Pt has had this problem for at least two years. Tx has included doxycycline, prednisone, naproxen, tylenol and scrotal support.

Enrolled in Chronic Care Clinic(s)?

Clinic	Enroll Date	Last Visit	Disenroll Date	Disenroll Reason
GERD	05/04/2017			
Other	05/02/2017	04/09/2018		

Medications (Added, Continued or Stopped today)

Start Date	Medication	Directions	PRN Status	PRN Reason	Instruction	Stop Date
07/13/2018	Mobic 15 mg tablet	take 1 tablet by oral route every day	N			08/31/2018
07/30/2018	omeprazole 20 mg capsule,delayed release	take 1 capsule by oral route every day 30 minutes to 1 hour before a meal	N		Ok to send	10/27/2018
07/13/2018	Tylenol Extra Strength 500 mg tablet	take 2 tablet by oral route every 4 - 6 hours as needed not to exceed 8 tablets per 24hrs	N			11/30/2018

CONSULTATION

SITE: NCF

COMPLETED BY: Mark A. Cabrera, DO 08/15/2018 7:56 AM

07/19/2018 Zoloft 100 mg
tablet take 1 tablet by oral route N
every day

01/14/2019

Site Medical Provider: Mark A. Cabrera DO

08/15/2018

Copy this form and paste in an email and send form to designated reviewer

(For UM use only)

Criteria Source: M & R

Interqual

Other

Criteria met: Yes

No

Deferred

Reviewer comments:

Recommendation for visit appointment:

Visits:

UM Review #:

Reviewer Name:

Date Reviewed:

Note: Notify physician or midlevel practitioner immediately if unable to obtain appointment within 4 weeks. If service is not completed within 4 weeks, have patient re-evaluated by physician or midlevel practitioner to determine if service is still necessary and appropriate.

**State of Indiana**

Department of Correction

Division of Medical and Clinical Healthcare Services

Indiana Government Center South
302 W. Washington Street
Indianapolis, IN 46204**Facility: NCF**

PATIENT: JEFFRY ROWE
 DATE OF BIRTH: 03/15/1982
 DOC#: 116017
 DATE: 09/28/2018 08:03 AM
 VISIT TYPE: Provider Visit

Established patient

History of Present Illness:

1. Testicular cyst:

S: testicular cyst, no changes in size or pain.

O:

General: Ambulates well, NAD

Genitourinary: deferred due to hx and pt comfort.

A/P

Testicular cyst: recommended continued use of scrotal support. Discussed tx options and why the OPR was denied. Discussed complications c surgery. Rx mobic, tylenol.

PROBLEM LIST:

Problem Description	Onset Date	Chronic	Clinical Status	Notes
Conductive hearing loss	07/16/2009	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was Conductive hearing loss, unspecified, 389.00, added by Douglas W. Jones, LMHC, with responsible provider . Onset date 07/16/2009; Axis III; See Physician's Note from 07-16-2009..
Schizoaffective disorder	09/26/2016	Y		
Gastroesophageal reflux disease	06/10/2015	Y		Mapped from KBM Chronic Conditions table on 05/09/2016 by the ICD9 to SNOMED Bulk Mapping Utility. The mapped diagnosis code was GERD, 530.81, added by Michael Rowley, MD, with responsible provider Michael Rowley. Onset date 06/10/2015.

ROWE, JEFFRY 116017 03/15/1982 09/28/2018 08:03 AM 1/3

Exhibit 12

Problem List (not yet mapped to SNOMED-CT®):

Problem Description	Onset Date	Notes
Unspecified drug dependence	09/15/2008	History of Substance Abuse.
Schizoaffective disorder	05/22/2013	

Allergies

Ingredient	Reaction	Medication Name	Comment
No known allergies			
NO KNOWN DRUG ALLERGIES			
NO KNOWN DRUG ALLERGIES			

Vital Signs

Blood Pressure

Time	BP mm/Hg	Position	Side	Site	Method	Cuff Size
12:18 PM	140/78	sitting	right	arm	manual	adult

Temperature/Pulse/Respiration

Time	Temp F	Temp C	Temp Site	Pulse/min	Pattern	Resp/ min
12:18 PM	97.90	36.6	oral	95	regular	16

Pulse Oximetry/FIO2

Time	Pulse Ox (Rest %)	Pulse Ox (Amp %)	O2 Sat	O2 L/Min	Timing	FIO2 %	L/min	Delivery Method	Finger Probe
12:18 PM	98	RA				21			

Measured By

Time	Measured by
12:18 PM	Hanna Gilmer, CNA

Suicide Risk Screening

Medications (Added, Continued or Stopped this visit)

Start Date	Medication	Directions	PRN	PRN Reason	Instruction	Stop Date
09/28/2018	Mobic 15 mg tablet	take 1 tablet by oral route every day	N			03/26/2019
07/30/2018	omeprazole 20 mg capsule,delayed release	take 1 capsule by oral route every day 30 minutes to 1 hour before a meal	N	Ok to send		10/27/2018
07/13/2018	Tylenol Extra Strength 500 mg tablet	take 2 tablet by oral route every 4 - 6 hours as needed not to exceed 8 tablets per 24hrs	N			11/30/2018
07/19/2018	Zoloft 100 mg tablet	take 1 tablet by oral route every day	N			01/14/2019

Provider:

Cabrera, Mark A 09/28/2018 1:15 PM

Document generated by: Mark A. Cabrera, DO 09/28/2018 01:14 PM

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